

Independent Christian Schools NSW  
(Support and Operational Staff)  
Multi-Enterprise Agreement 2019

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## Part 1 - Application and Operation

### 1. Title

This Agreement shall be known as the *Independent Christian Schools NSW (Support and Operational Staff) Multi-Enterprise Agreement 2019*.

### 2. Commencement and Operation

#### 2.1 Commencement

This Agreement commences on the date which is 7 days after approval of the Agreement by the Fair Work Commission. It will operate from the date of commencement until it is terminated or replaced.

#### 2.2 Nominal Expiry Date

The nominal expiry date of this Agreement is 31 January 2023.

### 3. Definitions and Interpretation

#### 3.1 In this Agreement, unless the contrary intention appears:

**Act** means the *Fair Work Act 2009* (Cth).

**Award** means the *Educational Services (Schools) General Staff Award 2010*.

**Employee** means an employee of a School providing:

- (a) School support services – being an Employee whose principal duties are to provide support to teachers and students in a primary or secondary learning environment or to individual students or groups of students; or to support the operation of curriculum-related services, such as those provided by a library, laboratory or a technology centre;
- (b) Instructional services – being an Employee, other than a qualified teacher, whose principal duties are to develop the framework for and provide instruction to students (within a structured learning environment) under the general supervision of a member of the teaching staff;
- (c) Preschool/childcare services – being an Employee whose principal duties are to work with children in a preschool, early learning centre or kindergarten operated by a School for pre-primary aged children, a childcare centre or an outside school hours care program (other than a qualified preschool/early childhood teacher);
- (d) School administration services – being an Employee whose principal duties are in the functional areas of a School's business operations, including but not limited to clerical, administration, finance, marketing,

fundraising, public relations, information technology, human resources administration and information management;

- (e) School operational services – being an Employee whose principal duties are to support the other services of a School, including but not limited to:
  - (i) Construction, plumbing, carpentry, painting and other trades;
  - (ii) Cleaning, maintenance, school facility management;
  - (iii) Security, caretaking;
  - (iv) Gardening, turf management, farming;
  - (v) Retailing – canteens, uniform shops, book shops;
  - (vi) Cooking/catering, housekeeping, laundry; and
  - (vii) Bus driving and vehicle maintenance.
- (f) Wellbeing services – being an Employee whose principal duties are to support the health and wellbeing of students, and employees, where appropriate, including the provision of related assessment services. This may include home/school liaison, student welfare, youth or social workers, chaplains, counsellors, psychologists and therapists.
- (g) Nursing services – being an Employee who is registered as a nurse by the Nursing and Midwifery Board of Australia and is employed as such.

**Employer** means an employer listed in **Schedule H** of the Agreement.

**graduate** means an Employee who holds a degree from a recognised higher education institution.

**graduate role** means a position for which a degree qualification is required.

**My Super Product** has the meaning given by the *Superannuation Industry (Supervision) Act 1993* (Cth).

**NES** means the National Employment Standards as contained in the *Fair Work Act 2009* (Cth).

**non-term week** means weeks in the school year other than term weeks and include periods designated as school holidays for students and may include weeks designated as training or professional development for staff.

**Previous Agreement** means the enterprise agreement or other industrial instrument applying to an Employee at the School immediately prior to the commencement of this Agreement.

**Principal** means the Employee appointed by the Employer to the most senior leadership position in a School.

**recognised higher education institution** means an Australian University recognised by the relevant Australian tertiary education authority from time

to time.

**School** means a school listed in **Schedule H** of the Agreement and any preschool attached to or operated such a school.

**school year** means the period of 12 months commencing from the day Employees, are required to attend the School for the new educational year or the calendar year, as determined by the School, and includes term weeks and non-term weeks.

**term weeks** means the weeks in the School year that students are required to attend School as set out in the School calendar of each School; where a preschool operates according to terms that approximate School terms, term weeks will have the same meaning.

**Union** means the Independent Education Union of Australia.

**3.2** Where this Agreement refers to a condition of employment provided for in the NES, the NES definition applies.

#### **4. Coverage**

**4.1** Subject to **sub-clauses 4.2 and 4.3**, this Agreement covers the Schools listed in **Schedule H - Employers and Schools Covered by the Agreement** and the Employees as defined in **sub-clause 3.1** who are employed in those Schools, including at any preschool, or early learning centre attached to or operated by a School, in the classifications contained in **Schedule B - Classifications**.

**4.2** The Agreement does not cover an Employee excluded from award coverage by the Act.

**4.3** This Agreement does not apply to:

- (a) a teacher engaged as such;
- (b) persons instructing students of the School in the areas of music or other individual arts and engaged on an individual fee basis;
- (c) foreign language or LOTE teachers engaged to instruct students on an individual basis (e.g. conversation or other individual tuition);
- (d) a Principal, Campus Principal or Campus Head, or Deputy Principal, however named;
- (e) an operations, business or financial manager or bursar, however named, being the most senior administrative employee employed with delegated authority to act for the Employer; or
- (f) a Minister of Religion or Church pastor or a person engaged for the

purpose of religious instruction, supervision of prayers or to undertake other religious duties of a non-teaching nature, except where employed as a school chaplain.

## **5. Faith Basis of the School**

### **5.1 General**

- (a) Without limiting the School's Constitution, Statement of Faith and related documents, which may provide more specific information, the School is an institution established for religious and educational purposes, conducted in accordance with the doctrines, beliefs and/or tenets or teachings of the evangelical protestant stream of the Christian religion.
- (b) The doctrines, beliefs, tenets and/or teachings (collectively beliefs) ethos and values (collectively ethos), vision, mission, aims and objects (collectively aims) of the School are based on acceptance of both the lordship of Jesus Christ and the Bible as the revealed Word of God, as these concepts are expounded in the School's Statement (or Confession) of Faith and other documents.
- (c) All staff, as members of the School Christian community, are required to be genuine adherents in belief and practice to the Christian faith and play a significant part in the ministry of the Christian church and the Gospel; teaching and modelling to students, and representing the School to those both inside and outside the school community.
- (d) Employees are required to support the School in upholding and meeting its beliefs, ethos and aims and set an example of personal conduct and lifestyle consistent with the beliefs, ethos and aims of the School.

### **5.2 Statement of Faith**

- (a) It is an inherent genuine occupational requirement and essential condition of employment and continuing employment that a Employee possesses and maintains a firm personal belief consistent with the Statement of Faith of the School, together with an active commitment to and involvement with a Christian church holding a doctrinal position consistent with the Statement of Faith. At the least, such an active commitment requires regular and frequent attendance at the Church's worship services.
- (b) Should an Employee cease to have a firm personal belief consistent with the Statement of Faith, or cease to maintain an active commitment to and involvement with an appropriate Christian church the Employee shall inform the School.
- (c) If this situation continues after counselling and an opportunity for restoration, the school may terminate the Employee's employment, in accordance with the normal requirements relating to termination of employment.

### 5.3 Lifestyle and Values

The parties acknowledge that:

- (a) The School bases its beliefs, ethos and aims on the books of the Bible, both the Old and New Testaments which the School regards as the inspired and inerrant Word of God.
- (b) These beliefs and the School's ethos and aims are expounded in many of the School's public and internal documents, including the Statement of Faith, available to staff before and after their appointment.
- (c) Collectively, these books and documents inform the School's understanding of the lifestyle and values which all staff members of the School regardless of their role are required (subject to the provisions of relevant equal opportunity/anti-discrimination legislation) to respect and maintain at all times and are to be understood as source documents.
- (d) The provisions in this clause are included in good faith to avoid injury to the religious susceptibilities of adherents of the protestant stream of the Christian faith and damage to the reputation of the School.
- (e) It is an inherent genuine occupational requirement and essential condition of employment and continuing employment that all staff members of the School must:
  - (i) Conduct themselves in a manner consistent with these beliefs, and in accordance with the Christian ethos and aims of the School, and any school code or policy that may be developed from time to time, thus providing a specifically Christian role model and example to all students, families and others associated with the School.
  - (ii) Not act in a way that they know, or ought reasonably to know, is contrary to the beliefs, ethos and aims of the School. Nothing in their deliberate conduct shall be incompatible with the intrinsic character of their position.
  - (iii) Without limiting **sub-clauses 5.3(e)(i) and (ii)** above, avoid, whether by word, action or lifestyle any influence upon students (and in particular must not teach, encourage or model anything) contrary to the Statement of Faith, beliefs, ethos and aims of the School.
- (f) Acting contrary to the lifestyle and values requirements set out in this sub-clause is likely to cause injury to the religious susceptibilities of members of the School community who adhere to the School's beliefs and damage the School's reputation.
- (g) If an Employee acts contrary to the lifestyle and values requirements set out in this sub-clause the matter will be dealt with in accordance with the normal school procedures in relation to conduct and performance management.
- (h) If a dispute arises in connection with this clause it shall be dealt with in accordance with **clause 10 Dispute Resolution**.



## **6. Access to the Agreement and the National Employment Standards**

The School must ensure that copies of this Agreement and the NES are available to all Employees to whom they apply.

## **7. The National Employment Standards and this Agreement**

This Agreement does not exclude the NES and the NES will continue to apply to the extent that the Agreement is detrimental, in any respect, when compared to the NES.

## **8. Agreement Flexibility**

Notwithstanding any other provision of this Agreement, a School and an individual Employee may agree to vary the application of certain terms of this Agreement to meet the genuine needs of the Employer and the Employee as provided in **Schedule C - Individual Flexibility Agreements**. However, for such an agreement to take effect, the agreement must result in the Employee being better off overall than would have been the case if no flexibility agreement was entered into between the Employee and the School.

## **Part 2 – Consultation and Dispute Resolution**

### **9. Consultation regarding major workplace change**

A School shall consult in connection with the introduction of major change likely to have significant effects on Employees, and changes to regular rosters and ordinary hours of work. This requirement is dealt with in **Schedule D - Consultation and Redundancy**.

### **10. Dispute Resolution**

In the event of a dispute about a matter under this Agreement, or a dispute in relation to the NES, the parties will follow the disputes procedure in **Schedule E - Dispute Resolution**.

### **11. Union Representatives**

In order to promote the relationship between the School and all Employees of the School (including members of the Union and other employees) bound by this Agreement:

- (a) The School shall permit the union representative in the School if any (not being an official of the Union) to post union notices relating to the holding of meetings in relation to employment matters on a common room noticeboard.
- (b) Where an Employee requests the Union representative at the School (not being an official of the Union) to represent them in relation to a

matter concerning their employment under this Agreement, the Union representative shall be permitted in working hours [other than timetabled teaching time if involved in duties in the classroom] to hold discussions with a representative of the School. Such discussions shall take place at a time and place convenient to both parties.

- (c) Meetings of Union members who are employed at the School may be held on the School premises at times within the School's hours of business, but when Employees are on a break, and at places reasonably convenient to both Union members and the School and otherwise in accordance with the Act. Provided also that the Union representative gives prior notice to the Principal of the members' intention to meet.

## **Part 3 – Types of Employment and Termination of Employment**

### **12. Types of Employment and Terms of Engagement**

**12.1** Employees under this Agreement will be employed in one of the following categories:

- (a) ongoing employment on an indefinite full-time basis;
- (b) ongoing employment on an indefinite part-time basis;
- (c) casual employment; or
- (d) temporary full-time or part-time employment, being employment for a specified maximum term or for a specified task.

For the avoidance of doubt, employment on an indefinite basis does not exclude the operation of any qualifying or minimum employment period under the Act.

**12.2** On appointment, the School shall provide full-time and part-time Employees with a letter of appointment setting out the following:

- (a) the classification and rate of pay of the Employee;
- (b) the number of hours to be worked each week and the number of weeks to be worked throughout the year;
- (c) a statement in relation to superannuation entitlements; and
- (d) whether the rate of pay is payable during term time only or throughout the year.

If there is a requirement to work during non-term weeks, the number of such days to be worked shall be clearly specified.

### 12.3 Full-time Employment

A full-time Employee is an Employee engaged to work 38 hours per week or an average of 38 hours per week pursuant to **clause 26 Ordinary Hours of Work**.

### 12.4 Part-time Employment

- (a) A part-time Employee is an Employee who is engaged to work less than 38 ordinary hours per week or an average of less than 38 hours per week and who has reasonably predictable hours of work.
- (b) A part-time Employee will be paid an hourly rate of 1/38th of the weekly rate for the Employee's classification.
- (c) A part-time Employee's entitlements under this Agreement will be calculated on a pro rata basis, in accordance with and subject to the relevant provision of the Agreement.
- (d) At the time of engagement, the Employer and the part-time Employee will agree in writing on a regular pattern of work, specifying the number of hours worked each day, the days of the week the Employee will work, the number of weeks of the School year the Employee will work and starting and finishing times each day.
- (e) The terms of the agreement in **sub-clause 12.4(d)** may be varied on a temporary or ongoing basis by agreement between the Employer and an Employee. Any such variation will be recorded in writing.

### 12.5 Casual Employment

- (a) A casual Employee is an Employee engaged and paid as such, by the day or hour.
- (b) A casual Employee will be paid an hourly rate of 1/38th of the weekly rate for the Employee's classification, plus 20%. Provided that a casual Employee in the nursing services stream classified at grade 1 or 2 and paid at Level 5 or 6, as the case may be, and a casual Employee in the preschool/childcare services stream, will be paid an hourly rate of 1/38th of the weekly rate for the Employee's classification, plus 25%. This loading includes compensation for any entitlements to annual leave, including annual leave loading, paid personal/carer's leave and redundancy pay to which a full-time or part-time Employee is or may be entitled in accordance with the NES or any other legislative instrument, as well as any broken shift allowance.
- (c) A casual Employee will be engaged and paid for a minimum of two hours for each engagement. Except that a preschool/childcare services Employee working in an out of School hours care program may satisfy the two hour minimum by working one hour before school and one hour

after school on the same day.

- (d) A casual Employee must be paid at the termination of each engagement, or fortnightly or monthly in accordance with usual payment methods for full-time Employees.

Note: Where a 20% casual loading is applied, the rates of pay in this Agreement plus a 20% loading significantly exceed the rates of pay for equivalent classifications in the Award, plus the 25% loading provided in the Award.

**(e) Right to request casual conversion**

- (i) A person engaged by a particular Employer as a regular casual Employee may request that their employment be converted to full-time or part-time employment.
- (ii) A regular casual Employee is a casual Employee who has in the preceding period of 12 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the Employee could continue to perform as a full-time Employee or part-time Employee under the provisions of this Agreement.
- (iii) A regular casual Employee who has worked equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to full-time employment.
- (iv) A regular casual Employee who has worked less than equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.
- (v) Any request under this sub-clause must be in writing and provided to the Employer.
- (vi) Where a regular casual Employee seeks to convert to full-time or part-time employment, the Employer may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the Employee.
- (vii) Reasonable grounds for refusal include that:
  - A it would require a significant adjustment to the casual Employee's hours of work in order for the Employee to be engaged as a full-time or part-time Employee in accordance with the provisions of this Agreement – that is, the casual Employee is not truly a regular casual Employee as defined in **sub-clause 12.5(e)(ii)**;
  - B it is known or reasonably foreseeable that the regular casual

Employee's position will cease to exist within the next 12 months;

- C it is known or reasonably foreseeable that the hours of work which the regular casual Employee is required to perform will be significantly reduced in the next 12 months; or
  - D it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the Employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the Employee is available to work.
- (viii) For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.
- (ix) Where the Employer refuses a regular casual Employee's request to convert, the Employer must provide the casual Employee with the Employer's reasons for refusal in writing within 21 days of the request being made. If the Employee does not accept the Employer's refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in **clause 10**. Under that procedure, the Employee or the Employer may refer the matter to the Fair Work Commission if the dispute cannot be resolved at the workplace level.
- (x) Where it is agreed that a casual Employee will have their employment converted to full-time or part-time employment as provided for in this sub-clause, the Employer and Employee must discuss and record in writing:
- A the form of employment to which the Employee will convert – that is, full-time or part-time employment; and
  - B if it is agreed that the Employee will become a part-time Employee, the matters referred to in **sub-clause 12.4(d)**.
- (xi) The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.
- (xii) Once a casual Employee has converted to full-time or part-time employment, the Employee may only revert to casual employment with the written agreement of the Employer.
- (xiii) A casual Employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under this sub-clause.

- (xiv) Nothing in this clause obliges a regular casual Employee to convert to full-time or part-time employment, nor permits an Employer to require a regular casual Employee to so convert.
- (xv) Nothing in this clause requires an Employer to increase the hours of a regular casual Employee seeking conversion to full-time or part-time employment.
- (xvi) An Employer must provide a casual Employee, whether a regular casual Employee or not, with a copy of the provisions of this sub-clause within the first 12 months of the Employee's first engagement to perform work. In respect of casual Employees already employed as at the operative date of this Agreement, an Employer must provide such Employees with a copy of the provisions of this sub-clause within 3 months of the operative date.
- (xvii) A casual Employee's right to request to convert is not affected if the Employer fails to comply with the notice requirements in **sub-clause 12.5(e)(xvi)**.

## 12.6 Temporary Employment

- (a) A temporary Employee is an Employee employed to work full-time or part-time on a temporary basis for a specified maximum period of time (which is not normally to exceed 12 months, or, where the Employee is temporarily replacing another Employee, the period of leave, secondment or other temporary work arrangement of the other Employee) or to undertake a specific project or task.
- (b) A person may be employed as a temporary Employee in the following circumstances:
  - (i) to replace an Employee on leave or secondment or working pursuant to a flexible working arrangement on a temporary basis;
  - (ii) where the School's staffing levels will, or are predicted by the Employer to, be reduced in the following year or years, overall or in a department. This may include, but is not limited to, circumstances such as declining enrolments, increasing enrolments outside of historical norms, or school amalgamations;
  - (iii) where an Employee is employed on a specific programme or project not fully funded by the School;
  - (iv) where an Employee is employed to carry out a specific project or task; or
  - (v) in a new position that is being trialled, provided that at the end of the trial period either the employment ends or the Employee is

employed in an ongoing position on an indefinite basis.

- (c) Applicants must be advised in writing prior to accepting a position that it is temporary, the expected length of the appointment and the reason why it is temporary.
- (d) The employment of a temporary Employee may be ended before the term is up or the task complete in accordance with **clause 14**. If this occurs, no additional amount(s) will be payable merely because of the early termination of the contract. That is, the School is not obliged to pay the Employee until the expected end date of the employment contract.

## **12.7 Requests for Flexible Working Arrangements**

### **(a) Employee may request change in working arrangements**

**Sub-clause 12.7** applies where an Employee has made a request for a change in working arrangements under s.65 of the Act.

Note 1: Section 65 of the Act provides for certain employees to request a change in their working arrangements because of their circumstances, as set out in s.65(1A).

Note 2: An Employer may only refuse a s.65 request for a change in working arrangements on 'reasonable business grounds' (see s.65(5) and (5A)).

Note 3: **Sub-clause 12.7** is an addition to s.65.

### **(b) Responding to the request**

Before responding to a request made under s.65, the Employer must discuss the request with the Employee and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the Employee's circumstances having regard to:

- (i) the needs of the Employee arising from their circumstances;
- (ii) the consequences for the Employee if changes in working arrangements are not made; and
- (iii) any reasonable business grounds for refusing the request.

Note 1: The Employer must give the Employee a written response to an Employee's s.65 request within 21 days, stating whether the Employer grants or refuses the request (s.65(4)).

Note 2: If the Employer refuses the request, the written response must include details of the reasons for the refusal (s.65(6)).



(c) **What the written response must include if the Employer refuses the request**

**Sub-clause 12.7(c)** applies if the Employer refuses the request and has not reached an agreement with the Employee under **sub-clause 12.7(b)**.

- (i) The written response under s.65(4) must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.
- (ii) If the Employer and Employee could not agree on a change in working arrangements under **sub-clause 12.7(b)**, the written response under s.65(4) must:
  - (A) state whether or not there are any changes in working arrangements that the employer can offer the employee so as to better accommodate the employee's circumstances; and
  - (B) if the employer can offer the employee such changes in working arrangements, set out those changes in working arrangements.

(d) **What the written response must include if a different change in working arrangements is agreed**

If the Employer and the Employee reached an agreement under **sub-clause 12.7(b)** on a change in working arrangements that differs from that initially requested by the Employee, the Employer must provide the Employee with a written response to their request setting out the agreed change(s) in working arrangements.

(e) **Dispute resolution**

Disputes about whether the Employer has discussed the request with the Employee and responded to the request in the way required by **sub-clause 12.7**, can be dealt with under **clause 10 Dispute Resolution**.



## 13. Leave Without Pay During Non-term Weeks

### 13.1 Arrangements

An Employee may be required to take leave without pay during all or part of the non-term weeks, provided that:

- (a) The Employee's contract of employment specifies the arrangement in writing.
- (b) All such periods do not break continuity of service and count as service for the purpose of calculating accrued leave entitlements, the period of service for progression and the period of service for redundancy purposes.
- (c) Where an Employee's pay is not averaged in accordance with **sub-clause 13.2** below, any public holidays falling within such period of leave without pay shall be paid at the ordinary rate if they fall on a day on which the Employee ordinarily works. Where an Employee's pay is averaged in accordance with **sub-clause 13.2** below, payment for public holidays falling within such period of leave is included in the averaged rate of pay and no additional payment is required.
- (d) If an Employee's contract of employment does not specify a requirement to work during non-term weeks and appropriate work is available for the Employee during any such period, the Employee may be offered such work (generally on a casual basis). The Employee may refuse an offer of work without prejudice to their normal employment relationship. Appropriate work will mean such work as is available that is capable of being performed by the Employee. Remuneration for such work will be at the casual rate of pay applicable to the work being performed (calculated on the unaveraged rate of pay). Such payment will be in addition to any other payment due to the Employee for the period.
- (e) If the Employee's contract of employment specifies a requirement to work during one or more non-term weeks between identified term time, but does not specifically designate the particular week(s) and/or days required to be worked during such non term weeks, the Employer and Employee shall agree as early as practicable on the weeks and/or days to be worked and, failing agreement, the Employee shall be given at least four term weeks' notice of the week(s) and days to be worked prior to the commencement of the particular non-term weeks. Provided that any such requirement that the Employee work shall not be unreasonable given the Employee's personal circumstances and the notice given. The Employee may be required to work during the ordinary hours and days which the person normally works, provided that the Employee may agree to work on different days or for different hours or with a lesser period of notice.

- (f) If the Employee's contract of employment specifies a requirement to work during some non-term weeks, during a School year, but does not identify the particular non term period within which an Employee is required to work (for example, the contract provides that the Employee will work two non-term weeks in the School year) the Employer and Employee shall agree as early as practicable in a School calendar year on the weeks and/or days to be worked and, failing agreement, the Employee shall be given at least eight term weeks' notice of the week(s) and days to be worked prior to the commencement of the non-term week(s) within which the Employee is required to work. Provided that any such requirement that the Employee work shall not be unreasonable given the Employee's personal circumstances and the notice given. The Employee may be required to work during the ordinary hours and days which the Employee normally works, provided that the Employee may agree to work on different days or for different hours or with a lesser period of notice.
- (g) An Employer may elect to pay an Employee only for the time worked (and therefore not during non-term weeks) or by equal salary instalments throughout the year as provided by **sub-clause 13.2**.
- (h) Where a person employed as at the date of making this Agreement is not employed on a contract which allows for leave without pay during non-term weeks that Employee will not be required to take such leave or have their contract of employment changed merely as a result of this Agreement coming into operation. For the avoidance of doubt, this clause does not prohibit the re-negotiation of existing arrangements to allow for such leave.

**13.2 Calculating Salary Instalments for an Employee on Leave Without Pay during Non-term Weeks.**

- (a) When the School elects to average the payment of salary or wages of an Employee, the rates will be paid in equal instalments throughout the year including annual leave (this is not inclusive of the annual leave loading) in accordance with this **sub-clause 13.2**.
- (b) Whilst this Agreement is in operation, the following formula shall be used to determine the appropriate full-time weekly rate for a position:

$$\text{Weekly salary} = \frac{N + 10}{240} \times \frac{\text{Annual rate of salary}}{52.14}$$

Where:

N = number of days (excluding public holidays) a full-time Employee in the position held by the Employee would be required to work each year.

- (c) Part time averaged rates shall be calculated by determining the appropriate full-time weekly rate then dividing by 38.
- (d) The rate of pay of an Employee determined by this **sub-clause 13.2**, shall be the appropriate rate for all purposes, including long service leave and other paid leave, except for the purpose of calculating casual rates or any allowance, overtime or penalty for an Employee, in which case the casual rates, allowance, overtime or penalty will be calculated on the ordinary hourly rate applicable to the Employee's classification.
- (e) Where an Employee is paid in accordance with this **sub-clause 13.2** and the Employee ceases employment with the School and the total amount received by the Employee during that year since the School Service Date including payment for accrued and untaken annual leave is less than such amount the Employee would have earned if their salary had not been averaged including accrued and untaken annual leave, then the Employee shall be paid the difference between the averaged amount paid and such higher amount not later than the next School Service Date or on termination of the Employee's employment, whichever occurs first.

## **14. Termination of Employment and Suspension**

### **14.1 Notice of Termination Generally**

Notice of termination is provided for in the NES. For the avoidance of doubt, the employment of any full-time or part-time Employee may be terminated by either party giving notice as set out in the NES or by the payment or forfeiture, as the case may be, subject to the provisions of **sub-clause 14.2** below, of the equivalent wages/or salary in lieu of notice or by giving part notice and part payment in lieu of notice.

The employment of a casual Employee working a block of more than 5 days may be terminated by one days' notice. This provision does not prevent a casual engagement ending by effluxion of time (for example, because the finish date of the period of the engagement has been reached).

NOTE: The NES currently provides for notice on termination as follows:

Period of Continuous Service	Notice period if Employee is 45 years of age or younger	Notice period if Employee is over 45 years of age
Not more than 1 year	1 week	1 week
More than 1 year, but not more than 2 years	2 weeks	2 weeks
More than 2 years, but not more than 3 years	2 weeks	3 weeks
More than 3 years, but not more than 5 years	3 weeks	4 weeks
More than 5 years	4 weeks	5 weeks

#### 14.2 Notice of Termination and Forfeiture by an Employee

- (a) The notice of termination required to be given by an Employee is the same as that required of an Employer except that there is no requirement on the Employee to give additional notice based on the age of the Employee concerned.
- (b) If an Employee fails to give the notice, or work out the notice period, required by this **clause 14**, an amount equal to the gross amount the Employee would have been paid for one week under this Agreement, shall be payable by the Employee to the School.
- (c) In accordance with section 324 of the Act, the Employee may specifically authorise the School to withhold from the gross money due to the Employee on termination, under this Agreement or the NES, an amount not exceeding the gross amount the Employee would have been paid for one week under this Agreement. For example, one week's notice not worked or not given will be fully satisfied by an amount equal to one week's salary being withheld (deducted) by the Employer before tax is applied. Any outstanding (gross) balance becomes a debt due by the Employee to the School.

#### 14.3 Job Search Entitlement

Where an Employer has given notice of termination to an Employee, an Employee must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the Employee after consultation with the Employer.

#### **14.4 Exclusions**

This clause does not apply to an Employee whose employment is terminated for serious misconduct or who is otherwise excluded from the operations of the notice of termination provisions of the NES.

#### **14.5 Statement of Service**

On the termination of employment, the Employer shall, at the request of the Employee, give to such Employee a statement signed by the Employer stating the period of employment, the Employee's classification and when the employment terminated.

#### **14.6 Suspension**

- (a) Notwithstanding any of the other provisions in this Agreement, a School may suspend an Employee, with or without pay:
  - (i) while considering any matter which in the view of the School could lead to the Employee's summary dismissal; or
  - (ii) during any period in which the Employee is not able to carry out child-related work as defined in the *Child Protection (Working with Children) Act 2012* (NSW).
- (b) Subject to **sub-clause 14.6(c)**, suspension without pay will not be implemented by the School without the Employee's consent.
- (c) A School is not required to provide alternative employment that is not in child related work to an Employee who is a Disqualified Person under the *Child Protection (Working with Children) Act 2012* (NSW) or who is the subject of an interim bar issued by the Office of the Children's Guardian or whose Working with Children Check Clearance has ceased to have effect in circumstances where there is no current (undetermined) application for a further clearance.

### **15. Redundancy**

**15.1** Redundancy pay and related provisions are provided for in the NES and **Schedule D – Consultation and Redundancy**.

**15.2** **Transfer to Lower Paid Duties**

Where an Employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as the Employee would have been entitled to if the employment had been terminated. The Employer may, at the Employer's option, make payment instead of an amount equal to the difference between the former ordinary time rate of pay and the ordinary time rate of pay for the number of weeks of notice still owing.

### **15.3 Employee Leaving during Notice Period**

An Employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice, subject to the operation of **sub-clause 14.2** regarding the giving of notice by an Employee. The Employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice but is not entitled to payment instead of notice for the period between the date of termination of the employment and the expiry of the period of notice given by the School.

### **15.4 Job Search Entitlement**

- (a) An Employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of the period of notice required under this Agreement, for the purpose of seeking other employment, to a maximum of five days.
- (b) If the Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee must, at the request of the Employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose, a statutory declaration is sufficient.
- (c) This entitlement applies instead of **sub-clause 14.3**.

## **Part 4 – Minimum Wages/Salary and Related Matters**

### **16. Classifications**

#### **16.1 Classifications and Minimum Pay**

- (a) All Employees must be classified according to the structure set out in **Schedule B - Classifications**. An Employer must advise an Employee in writing of their classification and of any changes to their classification.
- (b) In order to establish the correct classification a School may require an Employee to provide evidence of the Employee's qualifications and experience.

## 16.2 Commencement Level and Progression

- (a) Where there is more than one step for a classification level an Employee will be eligible for movement to the next step within the classification level on completion of a year's full-time service or equivalent, subject to **sub-clause 17.2(b)**. For a casual Employee, movement to the next step will be after 204 days of service in that classification.
- (b) Movement to the next step within a classification level will occur unless it is shown through a review process implemented by the Employer, before the due date for progression, that performance against the relevant classification descriptors has not been satisfactory.
- (c) The commencement levels for Employees will be as set out in the table following:

Classification	Commencement Level	Commencement Step
School operations services grade 1 School administration services grade 1 Preschool/childcare services grade 1 Instructional services grade 1 School support services grade 1	Level 1	Step 1
School support services grade 2 Preschool/childcare services grade 2 Wellbeing services grade 1 School administration services grade 2 Instructional services grade 2 School operational services grade 2	Level 2	Step 1
School support services grade 3 Preschool/childcare services grade 3 School administration services grade 3 Instructional services grade 3 School operational services grade 3	Level 3	Step 1
School support services grade 4	Level 4	Step 1

Preschool/childcare services grade 3A Wellbeing services grade 2A School administration services grade 4 School operational services grade 4 Instructional services grade 4		
Graduate role - 3 year degree	Level 5	Step G1
Graduate role - 4+ year degree including wellbeing services grade 2B	Level 5	Step G3
School support services grade 5 Preschool/childcare services grade 4 Nursing services grade 1 School administration services grade 5 School operational services grade 5 Instructional services grade 5	Level 5	Step 1
Preschool/childcare services grade 5 Wellbeing services grade 3 Nursing services grade 2 School administration services grade 6 School operational services grade 6 Instructional services grade 6	Level 6	Step 1
Wellbeing services grade 4 Nursing services grade 3 School administration services grade 7	Level 7	Step 1
Preschool/childcare services grade 6 (1 - 39 places)	Level 7	Step 2
Preschool/childcare services grade 6 (40 - 59 places)	Level 7	Step 3
Preschool/childcare services grade 6 (60 or more places) Wellbeing services grade 5 Nursing services grade 4 School administration services grade 8	Level 8	Step 1

(d) **Progression for graduates other than nurses**



Progression for Employees in graduate roles, other than nurses, on completion of a full-time equivalent year of service will be as follows:

<b>Year of FTE Service</b>	<b>Graduate 3 yr. degree</b>	<b>Graduate 4 yr. degree</b>
First year of service	Level 5 Step G1	Level 5 Step G3
Second year of service	Level 5 Step G2	Level 5 Step G4
Third year of service	Level 5 Step G3	Level 5 Step 1
Fourth year of service	Level 5 Step G4	Level 5 Step 3
Fifth year of service	Level 5 Step 1	Level 6 Step 1
Sixth year of service	Level 5 Step 3	Level 6 Step 2
Seventh year of service	Level 6 Step 1	Level 6 Step 3
Eighth year of service	Level 6 Step 2	
Ninth year of service	Level 6 Step 3	

Provided that:

- (i) a graduate employed in a position that meets the classification dimensions, definitions and criteria applying to classifications at Level 6, 7 or 8 shall not be precluded from classification at such level merely because he or she has not progressed through the full step progression sequence above.
- (ii) In this **sub-clause 16.2(d)**, a year of service for the purpose of classification and progression means and includes a year of full-time equivalent service in the occupation or profession that relates to the qualification(s) gained by the Employee, relevant to the position held by them, not limited to service with the School or another School.
- (e) **Commencing step for nurses**

In calculating the commencing step for a nurse on the table in **sub-**

**clause 16.2(c)**, a year of full-time equivalent service in the occupation or profession of a nurse will be counted and service will not be limited to service with the School or another School.

(f) **Savings clause**

The step and level of any Employee of classified at a higher grade than required by this **sub-clause 16.2** or the classifications in **Schedule B - Classifications** of this Agreement, as a result of the operation of the Previous Agreement, whose employment commenced before the commencement date of this Agreement, will not reduce as a result of this Agreement.

### **16.3 Duties**

Employees covered by this Agreement shall perform all work within their skill and competence consistent with the classification structure of the Agreement, including work which is incidental or peripheral to their main tasks or functions (such as incidental cleaning), provided that such duties are not designed to promote de-skilling.

### **16.4 Reclassification**

- (a) An Employee may apply in writing to progress to another level or seek reclassification if regularly called upon to perform a substantial proportion of duties appropriate to the higher level. The School will examine the skills utilised and the duties performed by the Employee.
- (b) Where an application is made to progress to a higher level, the School shall determine the application within 6 term weeks of receipt of the application and advise the Employee in writing.
- (c) Progression to a higher level, if approved, shall take place from the first full pay period on or after date on which the application was received by the School.
- (d) The Employee shall be placed on the first step of the new level following reclassification.

## **17. Minimum Wages/Salary**

### **17.1 Annual Rates of Pay**

- (a) An Employer will pay an adult Employee not less than the rate of pay specified for the Employee's classification in **Tables 1A, 1B and 1C of Schedule A - Monetary Rates**. The Core Scale of **Table 1A** applies to all classifications not otherwise referred to.
- (b) To determine a weekly rate of pay the amount shown as the annual salary shall be divided by 52.14 and rounded to two decimal places.

- (c) Where there is a difference between the actual rate of pay paid to an Employee prior to the commencement of this Agreement and the amount set out in **Tables 1A, 1B and 1C of Schedule A - Monetary Rates**, in accordance with **sub-clause 17.1(a)**, the difference shall be paid by the School to the Employee as soon as practicable after the commencement of the Agreement.

## 17.2 Junior Employees

- (a) Subject to **sub-clauses 17.3(b) and (c)** below, a junior Employee appointed at classification Level 1 or 2 is to be paid at least the following percentage of the appropriate adult rate for the position performed.

Age	% of adult rate
Under 17 years of age	50
17 years of age	60
18 years of age	70
19 years of age	80
20 years of age	90

- (b) A junior Employee in the instructional services stream classified and paid at Level 2 shall not be paid less than 85% of the adult rate. If the junior Employee is required to work a broken shift the Employee shall not be paid less than 90% of the adult rate.
- (c) This **sub-clause 17.2** does not apply to an Employee in the instructional services stream employed as an instrumental music tutor.

### 17.3 Apprentices

- (a) Apprentices may be employed in accordance with the provisions of **Schedule F - Apprentices**.
- (b) For the purposes of this **sub-clause 17.3 Apprentices**, “standard adult rate” means the annual salary applicable to Level 3 Step 1 in **clause 17 Minimum Wages/Salary**.
- (c) An apprentice, other than an adult apprentice (being an apprentice aged 21 or over), will be paid a percentage of the standard adult rate as follows:

<b>Year of apprenticeship</b>	<b>% of the standard adult rate where not completed year 12</b>	<b>% of the standard adult rate where completed year 12</b>
First year	50	55
Second year	60	65
Third year	75	75
Fourth year	90	90

- (d) The rate of pay for an adult apprentice will be the rate prescribed for the lowest classification in **sub-clause 17.1**, or the rate prescribed in **sub-clause 17.3(b)** for the relevant year of the apprenticeship, whichever is the greater.
- (e) A person employed by a School under this Agreement immediately prior to entering into a training agreement as an adult apprentice with the School must not suffer a reduction in their minimum wage by virtue of entering into the training arrangement, provided that the person has been employed for at least six months as a full-time Employee or twelve months as a part-time or regular and systematic casual Employee immediately prior to entering the apprenticeship. For the purpose only of fixing a minimum wage, the adult apprentice must continue to receive the minimum wage that applies to the classification specified in **sub-clause 17.1**, in which the adult apprentice was engaged immediately prior to entering into the training agreement. This **sub-clause 17.3(d)** does not apply if the position held by the person prior to the commencement of the adult apprenticeship, becomes redundant.

## 18. Allowances and Related Matters

### 18.1 Caretakers' Accommodation

- (a) An Employee who is employed as a caretaker and who is required by the Employer to reside in premises provided by the Employer, will be provided with living quarters, fuel and light at no cost to the Employee.
- (b) The on call and recall allowances in **sub-clause 18.4** do not apply to a

caretaker provided with accommodation.

## 18.2 First Aid Allowance

### (a) Application

- (i) An Employee who is designated by the Employer to perform first aid duty, including the dispensing of medication to students in accordance with medication plans, and who holds a current recognised first aid qualification, will be paid an allowance as shown in **Table 2 - Allowances of Schedule A - Monetary Rates**.
- (ii) Employees may be rostered for First Aid duty on a part or full day basis. The maximum duration of a part day duty is 3.5 hours from start to finish.
- (iii) An Employee required to dispense medication shall receive written instructions relating to the administration and dosage of all medications, prior to the requirement to dispense them. Where a particular medication requires that training be undertaken, such training shall be arranged and conducted during normal working hours at no expense to the Employee.

### (b) Excluded employees

This allowance does not apply to:

- (i) a nurse;
- (ii) an Employee employed exclusively as a first aid officer; or
- (iii) an Employee whose appointment to the position of first aid officer has been taken into account in classifying their position.

## 18.3 Meal Allowance

Where an Employer requires an Employee to undertake more than two hours' overtime or 2 additional hours work after the completion of a full day of work (defined as not less than 7.6 hours), the Employer will provide a meal to the Employee or will pay an allowance for a meal as shown in **Table 2 - Allowances of Schedule A - Monetary Rates** to the Employee. A further meal or payment of allowance will be applicable for each additional five hours worked.

## 18.4 On Call and Recall Allowance

(a) **On call allowance**

An on call allowance will be paid to an Employee who is required by an Employer to hold themselves available to be recalled to work. The Employee will be paid an allowance equal to one ordinary hour's pay for each period of up to 24 hours that the Employee is required to be on call.

(b) **Recall allowance**

An Employee recalled to duty at the workplace, will be paid a minimum of two hours at the appropriate overtime rate, where that duty is not continuous with their ordinary hours of duty.

(c) **Exceptions**

The on call and recall allowances in **sub-clause 18.4** do not apply to:

- (i) an Employee paid a sleepover allowance in accordance with **sub-clause 18.5**;
- (ii) a caretaker or other Employee provided with reasonable accommodation, including living quarters, fuel and light and available to the Employee for their exclusive use at no cost to the Employee; or
- (iii) an Employee classified and paid at level 6 or above, other than as provided at **sub-clause 18.4(c)(iv)** below. The salaries paid at Levels 6 and above to such Employees include compensation for these allowances.
- (iv) the exception in **sub-clause 18.4(c)(iii)** does not operate in respect of Employees in the nursing services stream classified and paid at Level 6 and Employees classified under and paid in accordance with the rates applying to the preschool/childcare services stream.

## **18.5 Sleepover Allowance – Nurses**

- (a) Subject to **sub-clause 18.5(b)**, where the Employer requires a nursing services Employee to sleepover on the Employer's premises or at a School camp site for a period outside that of the Employee's normal rostered hours of duty, the following arrangements will apply:
  - (i) the Employee will be entitled to a sleepover allowance as shown in **Table 2 - Allowances of Schedule A - Monetary Rates**, per sleepover (sleeping on site at night to be available to provide nursing care as required and to be on call for emergencies);
  - (ii) where the Employee is required by the Employer to perform work

during a sleepover, the Employee will be paid for the time worked at the rate of 150% of the ordinary hourly rate of pay with a minimum payment being for 30 minutes;

- (iii) any time worked under **sub-clause 18.5(a)(ii)** will not be taken into account for the purposes of **clause 12 Types of Employment**, and **clause 26 Ordinary Hours of Work**;
  - (iv) the payments in this sub-clause will not extend beyond the period of the sleepover; and
  - (v) the Employee will be provided with suitable accommodation, including reasonably convenient bathroom facilities at no cost to the Employee.
- (b) **Sub-clause 18.5(a)** does not apply to an Employee who is provided with reasonable accommodation including living quarters, fuel and light, and available to the Employee for their exclusive use at no cost to the Employee.

## 18.6 Tool Allowance

Where an Employer does not provide all tools necessary for a tradesperson to perform their work, a tradesperson will be paid an allowance as shown in **Table 2 - Allowances of Schedule A - Monetary Rates** for supplying and maintaining tools ordinarily required in the performance of their work as a tradesperson. An apprentice will receive the relevant percentage of this allowance.

## 18.7 Uniform/Protective Clothing Allowance

- (a) Where an Employer requires a school operations services or other Employee to wear a uniform or protective clothing which includes clothing and/or footwear, during the performance of the Employee's duties the Employer will:
  - (i) provide the uniform or protective clothing; or
  - (ii) provide a uniform or protective clothing allowance as shown in **Table 2 - Allowances of Schedule A - Monetary Rates** if the Employee purchases the items and **sub-clause 18.7(a)(iii)** below does not apply; or
  - (iii) reimburse the Employee for the purchase price of the uniform or protective clothing.
- (b) Where **sub-clause 18.7(a)** applies the Employer will provide a laundry allowance as shown in **Table 2 - Allowances of Schedule A - Monetary Rates**, if the Employer does not launder the items.
- (c) Where an Employee is required to work in the rain they will be supplied

with adequate rainproof clothing.

- (d) Where an Employee is required to use hazardous chemicals on a regular basis the Employee may request to have, as a minimum, an annual medical examination. The cost of such examination shall be met by the School.

### 18.8 Vehicle allowance

- (a) An Employee required by the Employer to use the Employee's motor vehicle in the performance of their duties and such use is approved in advance must be paid the following allowances:

- (i) **Motor car**

- The amount in **Table 2 - Allowances of Schedule A - Monetary Rates** per kilometre, with a maximum payment for 400 kilometres work related travel per week.

- (ii) **Motorcycle**

- The amount in **Table 2 - Allowances of Schedule A - Monetary Rates** per kilometre, with a maximum payment for 400 kilometres work related travel per week.

- (b) Where an Employer provides a motor vehicle which is used by an Employee in the performance of the Employee's duties the Employer must pay all expenses including registration, running and maintenance.

### 18.9 Broken Shift Allowance

- (a) When an Employee is required to work a broken shift by the Employer, the Employee shall be paid for each broken shift so worked a Broken Shift Allowance as set out in **Table 2 - Allowances, of Schedule A - Monetary Rates**. Provided that an Employee classified under and paid in accordance with the rates applying to the preschool/childcare services stream, Level 5 Steps G1 – G3 of the Core Scale and the school operational services stream or a nurse classified at grade 1 or 2 and paid in accordance with the rates applying to Levels 5 or 6 of the nursing services stream, as the case may be, required to work a broken shift by their Employer, shall be paid a penalty (or loading), in lieu of an allowance, as provided by **sub-clause 29.3(b)**.
- (b) Where an Employee, not required by their Employer to work a broken shift, requests in writing a change in their rostered hours such that the requested hours constitute a broken shift no allowance shall apply.
- (c) For the avoidance of doubt, a casual Employee is not entitled to the broken shift allowance.

Note: The broken shift allowance incorporates the excess fares allowance payable under



earlier agreements and awards.

## **19. Higher Duties**

- 19.1** An Employer may direct an Employee to temporarily perform duties applicable to a classification higher than their current classification.
- 19.2** Where the Employee performs such duties for more than five days and those duties constitute the whole or substantially the whole type of duties which would attract the higher classification, the Employee will be paid the rate of pay applicable to the higher classification for the whole period during which the duties are performed.

## **20. Mixed Functions**

- 20.1** Subject to the Employee's written agreement, an Employee may be employed to perform work in two positions with different classifications.
- 20.2** The Employee must be informed in writing of the total hours they are engaged to perform work in each separate position.
- 20.3** The Employee will be paid the hourly rate applicable to the relevant position under **clause 17** for the work they perform. Where the two positions are in the same stream, if the work in the higher classified position exceeds 75% of the total hours for which the Employee is engaged, pursuant to **sub-clause 20.2**, the Employer will pay the hourly rate applicable to the higher classification for all of the work performed.

## **21. Payment of Wages/Salaries**

All monies payable will be paid:

- (a) once each fortnight;
  - (b) once every four weeks at the end of the first fortnight including payment for two weeks in arrears and two weeks in advance; or
  - (c) once every month with payment being made as nearly as possible on the middle of each month including one half month in arrears and one half month in advance.
- 21.2** Where the pay day falls on a public holiday, salaries shall be paid on the day not being a Saturday, Sunday or public holiday immediately preceding the pay day.
- 21.3** An Employer may elect to pay wages and allowances by cash, cheque or direct transfer. Where monies are paid by direct transfer, the Employee has the right to nominate the financial institution and the account.
- 21.4** Where an Employee is being paid on a fortnightly basis as at the date that this

Agreement becomes operative, that Employee will not have the basis of their payment changed merely as a result of the Agreement coming into force.

## **21.5 Payment on Termination of Employment**

- (a) The Employer must pay an Employee no later than 7 days after the day on which the Employee's employment terminates:
  - (i) the Employee's wages under this Agreement for any complete or incomplete pay period up to the end of the day of termination; and
  - (ii) all other amounts that are due to the Employee under this Agreement and the NES.
- (b) The requirement to pay wages and other amounts under paragraph (a) is subject to further order of the Commission and the Employer making deductions authorised by the Act.

Note 1: Section 117(2) of the Act provides that an employer must not terminate an employee's employment unless the employer has given the employee the required minimum period of notice or "has paid" to the employee payment instead of giving notice.

Note 2: Paragraph (b) allows the Commission to make an order delaying the requirement to make a payment under this clause. For example, the Commission could make an order delaying the requirement to pay redundancy pay if an Employer makes an application under s.120 of the Act for the Commission to reduce the amount of redundancy pay an Employee is entitled to under the NES.

Note 3: State and Territory long service leave laws or long service leave entitlements under s.113 of the Act, may require an employer to pay an employee for accrued long service leave on the day on which the employee's employment terminates or shortly after.

## **22. Overpayments**

Where excess payments are made in circumstances which were not apparent or could not reasonably have been expected to be detected by the Employee, the School and the Employee shall seek agreement regarding repayment of the overpayment, including, if an Employee requests, discussion between the Union and the School.

## **23. Remuneration Packaging**

**23.1** This clause shall apply if the School wishes to facilitate the provision of salary and benefit packages to individual members of staff covered by this Agreement.

**23.2** For the purposes of this clause:

- (a) **'Benefits'** means the benefits nominated by the Employee from the benefits provided by the School and listed in **sub-clause 23.5**.
- (b) **'Benefit Value'** means the amount specified by the School as the cost to the School of the Benefit provided including Fringe Benefit Tax, if any.
- (c) **'Fringe Benefit Tax'** means tax imposed by the *Fringe Benefits Tax Act 1986* (Cth).

**23.3** Except as provided by this clause, Employees covered by this Agreement must be employed at a salary based on a rate of pay, and otherwise on terms and conditions, not less than those prescribed by this Agreement.

**23.4** The School may offer to provide and the Employee may agree in writing to accept:

- (a) the Benefits nominated by the Employee; and
- (b) a salary equal to the difference between the Benefit Value and the salary which would have applied to the Employee or under **sub-clause 23.3**, in the absence of an agreement under this clause.

**23.5** The available Benefits are those made available by the School from the following list:

- (a) superannuation;
- (b) other benefits offered by the School.

**23.6** The School must advise the Employee in writing of the Benefit Value before the agreement is entered into.

**23.7** During the currency of an agreement under **sub-clause 23.4**:

- (a) any Employee who takes paid leave on full pay shall receive the Benefits and salary referred to in **sub-clause 23.4**;
- (b) if an Employee takes leave without pay the Employee will not be entitled to any Benefits during the period of leave;
- (c) if an Employee takes leave on less than full pay he or she shall receive:
  - (i) the Benefits; and
  - (ii) an amount of salary calculated by applying the formula:

$$A = S \times P\% - [(100\% - P\%) \times B]$$

where:

S = the salary determined by **sub-clause 23.4(b)**

P = the percentage of salary payable during the leave

B = Benefit Value

A = Amount of salary.

**23.8** Any other payment under this Agreement, calculated by reference to the Employee's salary, however described, and payable:

- (a) during employment; or
- (b) on termination of employment in respect of untaken paid leave; or
- (c) on death,

shall be at the rate of pay which would have applied to the Employee under **sub-clause 23.3**, in the absence of an agreement under **sub-clause 23.4**.

## **24. Superannuation**

### **24.1 Superannuation Legislation**

- (a) Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation (Resolution of Complaints) Act 1993* (Cth), deals with the superannuation rights and obligations of Employers and Employees.
- (b) The rights and obligations in these clauses supplement those in superannuation legislation.

### **24.2 Employer Contributions**

- (a) An Employer must make such superannuation contributions to a superannuation fund for the benefit of an Employee as will avoid the Employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that Employee.
- (b) An Employer will make periodic contributions complying with superannuation legislation.
- (c) A School must make contributions on an Employee's ordinary time

earnings (OTE) as defined by the *Superannuation Guarantee Administration Act 1992* (Cth).

### 24.3 Voluntary Employee Contributions

- (a) Subject to the governing rules of the relevant superannuation fund, an Employee may, in writing, authorise their Employer to pay on behalf of the Employee a specified amount from the post-taxation wages of the Employee into the same superannuation fund as the Employer makes the superannuation contributions provided for in **sub-clause 24.2**.
- (b) An Employee may adjust the amount the Employee has authorised their Employer to pay from the wages of the Employee from the first of the month following the giving of three months' written notice to their Employer.
- (c) The Employer must pay the amount authorised under **sub-clauses 24.3(a)** or **(b)** no later than 28 days after the end of the month in which the deduction authorised under **sub-clauses 24.3(a)** or **(b)** was made.

### 24.4 Superannuation Fund

- (a) A School will make available the superannuation funds listed below.
- (b) Unless, to comply with superannuation legislation, the Employer is required to make the superannuation contributions provided for in **sub-clause 24.2** to another superannuation fund that is chosen by the Employee, the Employer must make the superannuation contributions provided for in **sub-clause 24.2** and pay the amount authorised under **sub-clauses 24.3(a)** or **(b)** to one of the following superannuation funds or its successor being a fund offering a MySuper Product):
  - (i) Christian Super;
  - (ii) NGS Super; or
  - (iii) any superannuation fund, to which the Employer was making superannuation contributions for the benefit of its Employees before 12 September 2008, provided the superannuation fund is an eligible choice fund offering a MySuper Product.
- (c) An Employee will notify the Employer in writing of the superannuation fund nominated by the Employee from the list in **sub-clause 24.4(b)** above into which the Employee wishes the Employer to make contributions and will make such application to join a fund or have Employer contributions made to a fund as is necessary for the Employer to meet its obligations pursuant to this Agreement.

## 25. Supported Wage and National Training Wage

- 25.1** The provisions in relation to the supported wage system in **Schedule C - Supported Wage System** of the Award apply, provided that the supported wage rates will be calculated using the rates of pay contained in this Agreement instead of the minimum wage rates provided under the Award.
- 25.2** The provisions in relation to the national training wage in **Schedule E** to the **Miscellaneous Award 2010** apply, provided that the minimum wage rates in **Schedule E** of that award shall be increased by 10%.

## **Part 5 – Hours of Work and Related Matters**

### **26. Ordinary Hours of Work**

- 26.1** Subject to this clause, a full-time Employee's ordinary hours of work will be 38 per week. The ordinary hours of work for a part-time or casual Employee will be in accordance with **clause 12 Types of Employment**.
- 26.2** The ordinary hours of work in **sub-clause 26.1** may be averaged over a period of a fortnight or 4 weeks (including both term and non-term time where worked).
- 26.3** The ordinary hours of work will be worked on no more than five days in any seven days and may be worked as follows:
- (a) On any day from Monday to Friday between 7.00 am and 6.00 pm for the following groups of Employees:
    - (i) School support services;
    - (ii) Wellbeing services;
    - (iii) School administration services; or
    - (iii) School operational services - retail Employees only.
  - (b) On any day from Monday to Friday between 6.00 am and 6.00 pm for school operational services Employees other than those Employees referred to elsewhere in this **sub-clause 26.3**.
  - (c) On any day from Monday to Friday between 6.30 am and 6.30 pm for the following Employees:
    - (i) Preschool/childcare/out of school hours care services; or
    - (ii) Nursing services.
  - (d) On any day from Monday to Saturday between 6.00 am and 6.00 pm for the following Employees:

- (i) School support services - outdoor education only; or
  - (ii) Instructional services.
- (e) On any day from Monday to Friday between 6.00 am and 6.00 pm and on Saturday between 6.00 am and 12.00 noon for gardening, turf maintenance and farming Employees.
  - (f) On any day Monday to Sunday between 6.00 am and 6.00 pm for school operational services - security/caretaking, and cooking, catering, housekeeping and laundry services only.
  - (g) On any day from Monday to Friday between 6.00 am and 7.00 pm and on Saturday between 6.00 am and 12.00 noon for school operational services - cleaning Employees. Provided that a cleaner required to work until 7.00 pm on any week day will be engaged for a minimum of 4 hours on that day and a cleaner shall not be required to work more than 4 hours between 6.00 am and noon on a Saturday without the payment of overtime (at 200% of the ordinary hourly rate of pay).

Provided that where a daily span of hours is specified, and there is mutual agreement between the Employer and the majority of Employees in the particular group, the starting and finishing times may be varied by up to one hour so long as the total hours remain unchanged.

**26.4** Ordinary hours in a day will be worked in one or two shifts, provided that where ordinary hours are worked in two shifts the allowances in **sub-clause 18.9** will be payable to the Employee subject to **sub-clauses 18.9(b)** and **(c)**.

**26.5** An Employer may require a part-time Employee to work reasonable additional hours in accordance with the provisions of this clause, **sub-clauses 31.1(d)** and **(e)** and the NES. An Employee may refuse to work unreasonable additional hours in accordance with **sub-clauses 31.1(d)** and **(e)** and the NES.

- (a) The Employee will be paid for all such additional hours at the casual hourly rate of pay, calculated in accordance with **sub-clause 13.2(d)** at the unaveraged rate of pay provided that the additional hours fall within the applicable daily spread of hours in **sub-clause 26.3**, do not result in the Employee working (exclusive of a meal break) more than nine and a half (9.5) hours on that day, or eight (8) hours (exclusive of a meal break) for an Employee classified under and paid in accordance with the rates applying to the preschool/childcare services stream, Levels 5 or 6 of the nursing services stream, or Levels 1 or 2 of the instructional services stream, and do not result in the Employee working more than the allowed maximum weekly ordinary hours during the averaging period; and
- (b) In all other cases, the Employee will be entitled to payment at the

appropriate overtime rate of pay for any additional hours worked.

- (c) Where additional hours are worked on a day the Employee is already attending for work, the minimum casual engagement of two hours will not apply.
- (d) Additional hours worked by a part-time Employee in accordance with this clause do not accrue leave entitlements under this Agreement or the NES.

## **26.6 Breaks between Periods of Duty**

- (a) An Employee will be entitled to a minimum break of ten (10) consecutive hours between the end of one period of duty and the beginning of the next. This applies in relation to both ordinary hours and where overtime is worked.
- (b) Where an Employer requires an Employee to continue or resume work without having a 10-hour break off duty, the Employee is entitled to be absent from duty without loss of pay until a 10-hour break has been taken, or be paid at 200% of the ordinary rate of pay until released from duty.
- (c) The entitlements in **sub-clauses 26.6(a)** and **(b)** do not apply to:
  - (i) an Employee who is provided with accommodation on the Employer's premises or in the vicinity of the Employer's premises at no cost to the Employee;
  - (ii) an Employee who is attending a school camp or excursion; or
  - (iii) an Employee working a broken shift.

**26.7** An Employee's ordinary hours of work shall not be changed, without payment of overtime, for work done outside the Employee's ordinary hours of work, unless seven (7) days' notice of any change of hours is given by the School to the Employee. Such seven days' notice shall not be required if any change of hours is by mutual agreement between the School and the Employee.

## **27. Rostered Days Off**

An Employer and an Employee in the school operational services stream may agree that the ordinary hours of work provided by **clause 26 Ordinary Hours of Work** will be worked over 19 days in each four-week period, in which case the following provisions will apply.

**27.1** The Employee will work 152 hours over 19 days in each four-week period with one rostered day off on full pay in each such period.

**27.2** An Employee will accrue 24 minutes for each eight-hour day worked to give



the Employee an entitlement to take rostered days off.

- 27.3** Each day of paid leave taken by an Employee (but not including long service leave, any period of stand-down, any public holiday or any period of absence for which workers compensation payments apply occurring during any cycle of four weeks) will be regarded as a day worked for the purpose of accruing an entitlement under **sub-clause 27.2**.
- 27.4** Rostered days off will not be regarded as part of the Employee's annual leave for any purpose.
- 27.5** An Employee will not be entitled to more than 12 rostered days off in any 12 months of consecutive employment.
- 27.6** An Employee who is scheduled to take a rostered day off before having worked a complete four-week cycle will be paid a pro rata amount for the time that the Employee has accrued in accordance with **sub-clause 27.2**.
- 27.7** An Employee whose employment is terminated in the course of a four-week cycle will be paid a pro rata amount for the time that the Employee has accrued in accordance with **sub-clause 27.2**.
- 27.8** Rostered days off will be determined by mutual agreement between the Employer and the Employee, having regards to the needs of the place of employment.
- 27.9** An Employee will be advised by the Employer at least four weeks in advance of the day on which the Employee is to be rostered off duty.

## **28. Breaks**

### **28.1 Meal Break**

An Employee working more than 5 hours on a particular day will be entitled to an unpaid meal break of not less than 30 minutes to start no later than five hours after commencing work. The meal break shall be taken at a time mutually agreed upon between the School and the Employee and generally shall not be taken at the end of a shift. Where **sub-clause 18.3 Meal Allowance** applies an Employee is entitled to a further unpaid meal break.

### **28.2 Rest Break**

- (a) An Employee is entitled to a rest break of 10 minutes, which will be counted as time worked, for each period of 3 hours worked, with a maximum of 2 rest breaks per shift. An Employee and a School may agree to one rest break of 20 minutes in place of two 10 minute rest breaks. An Employee in classroom support services working at least 3 hours is entitled to one rest break of 20 minutes counted as time worked.

- (b) The rest break shall not be taken at the beginning or end of a shift, nor immediately before or after a meal break (unless the Employee and the School agree) and shall be taken at a time suitable to the School.
- (c) This clause does not apply to an Employee working less than 3 hours.

## **29. Shiftwork**

### **29.1 Ordinary Hours for Shiftwork**

The ordinary hours for shiftwork will:

- (a) be worked continuously each shift (except for broken shifts and meal breaks);
- (b) not exceed 10 hours, inclusive of a meal break in any single shift; and
- (c) be rostered in accordance with **sub-clause 29.4**.

### **29.2 Definitions**

The following shift definitions apply:

- (a) **day shift** is a shift which commences and ceases wholly within the spread of ordinary hours identified in **sub-clause 26.3**;
- (b) **afternoon shift** is a shift which is not a day shift and which finishes after the ordinary hours identified in **sub-clause 26.3**; and at or before midnight;
- (c) **night shift** is a shift which is not a day shift and which finishes after midnight and at or before 6.00 am.

### **29.3 Broken Shifts**

- (a) An Employee may be rostered to work ordinary hours in a broken shift, that is a rostered shift in two periods of duty, exclusive of breaks, per day, with a minimum payment (other than for a Casual) of two hours for each period of duty. The two periods of duty will be separated by a period of time of more than one hour.
- (b) Subject to **sub-clause 18.9(b)**, an Employee, other than a casual, required to work a broken shift will be paid at the ordinary time rate plus an allowance as specified in **sub-clause 18.9**. Provided that an Employee (other than a casual) classified under and paid in accordance with the rates applying to the preschool/childcare services stream, Level 5 Steps G1 – G3 of the Core Scale and the school operational services stream or Levels 5 or 6 of the nursing services stream, required to work a broken shift, will be paid at the ordinary time rate plus a penalty (loading) of 15% of the ordinary time rate.

- (c) The maximum spread between the start of the first period of duty and cessation of the second period of duty for a broken shift is 12 hours. Any hours in excess of this 12 hour spread will be paid for as overtime.

## **29.4 Rostering**

- (a) For Employees working to a roster, a roster showing normal starting and finishing times and the name of each Employee will be prepared by the Employer and will be displayed in a place conveniently accessible to the Employees at least seven days before the commencement of the roster period.
- (b) An Employee may be rostered to work on a Saturday, Sunday or public holiday and will be paid the appropriate penalty in accordance with **clause 30 Penalty Rates**.
- (c) A roster may be altered by mutual consent at any time or by amendment of the roster by the Employer on seven days' notice. Changes to regular rosters are subject to consultation in accordance with **Schedule D - Consultation and Redundancy**.
- (d) Notwithstanding **sub-clause 29.4(c)** a roster may be altered at any time to enable the functions of the Employer to be carried out where another Employee is absent from work due to illness or in an emergency. In such circumstances, unless agreed between the Employer and the Employee, an Employee must be given 48 hours' notice of a change to a rostered shift. If 48 hours' notice is not provided, the Employee will be entitled to a penalty of 50% of the ordinary time rate instead of any other penalty that may apply.
- (e) Where such alteration requires an Employee to work on a day which would otherwise have been the Employee's day off, the day off instead will be arranged by mutual consent.

## **30. Penalty Rates**

### **30.1 Shiftwork**

- (a) Where an Employee is required by the Employer to work shiftwork the following penalty rates will apply:
  - (i) Afternoon shift and night shift will attract a penalty rate of 15% of the ordinary time rate.
  - (ii) A permanent night shift will attract a penalty rate of 30% of the ordinary time rate

### **30.2 Saturday and Sunday work**

- (a) An Employee other than an Employee covered by **sub-clause 30.2(b)**

required to work ordinary time on a Saturday or Sunday will be paid the ordinary time rate of pay plus a penalty of:

- (i) for ordinary hours worked on a Saturday, 50% of the ordinary time rate; and
  - (ii) for ordinary hours worked on a Sunday, 100% of the ordinary time rate.
- (b) Except that a school operational services Employee in the cooking/catering group, rostered to work ordinary hours on a Saturday will be paid the ordinary time rate of pay plus a penalty of 25% of the ordinary time rate and if rostered to work on a Sunday will be paid the ordinary time rate of pay plus a penalty of 75% of the ordinary time rate.

**30.3** The penalty rates within this clause and in **clause 31 Overtime** are not cumulative. Where an Employee is entitled to more than one penalty or overtime rate, the Employee will be entitled to the highest single penalty rate.

## **31. Overtime and Additional Hours of Work**

### **31.1 Overtime and Overtime Rates**

- (a) Subject to **sub-clauses 31.1(c), 26.5 and 31.2**, all Employees classified under and paid in accordance with the rates applying to the preschool/childcare services stream, nurses classified and paid at Levels 5 or 6 and Employees in other streams classified and paid at Levels 1 - 5 will be paid overtime for all authorised work (time required by the Employer to be worked) performed outside of or in excess of the ordinary or rostered hours as follows:

<b>Time worked</b>	<b>Overtime rate</b>
Monday - Friday	150% of the ordinary hourly rate of pay for the first 3 hours and 200% of the ordinary hourly rate of pay after that
Saturday	150% of the ordinary hourly rate of pay for the first 3 hours and 200% of the ordinary hourly rate of pay after that
Sunday	200% of the ordinary hourly rate of pay
Public holidays	250% of the ordinary hourly rate of pay

Except that a nurse paid at Level 5 or Level 6 of the nursing services stream scale who is rostered to work overtime on a Saturday or Sunday will be paid the ordinary time rate plus a penalty of 50% of the ordinary time rate for all time worked.

- (b) Overtime will be calculated daily.
- (c) The following provisions apply to Employees classified and paid at Levels 6, 7 and 8 of the core scale, Level 6 of the school operational services stream scale and Levels 7 and 8 of the nursing stream scale:
  - (i) Employees classified and paid at Levels 6, 7 and 8 of the core scale, Level 6 of the school operational services stream scale and Levels 7 and 8 of the nursing stream scale are engaged in senior professional roles with the general expectation that they will perform such work as is necessary for the job, including working reasonable additional hours and, on occasion, as necessary, hours outside of the usual span of hours for their employment stream.
  - (ii) Matters to be taken into account in determining whether a requirement to work additional hours is reasonable or unreasonable and an Employee's right to refuse to work such hours, are set out at **sub-clause 31.1(e)** below.
  - (iii) The salaries payable to Employees in these streams and at these levels are inclusive of compensation for any on call or recall allowance, and overtime payments for reasonable additional hours worked to which the Employee would otherwise be entitled under the provisions of this Agreement, subject to **paragraphs (iv) - (viii)** of this **sub-clause 31.1(c)** below.
  - (iv) An Employee classified and paid at Levels 6 and 7 of the core scale or level 6 of the school operational services stream scale, who is required by their Employer to work additional hours, shall be entitled to the payment of overtime (or time in lieu in accordance with an agreement made pursuant to **sub-clause 31.2** below) at the overtime rates in **sub-clause 31.1(a)** for all additional hours required to be worked that exceed 15% of the Employee's ordinary weekly hours of work, averaged over a period of 4 weeks.
  - (v) An Employee classified and paid at Level 8 of the core scale, who is required by their Employer to work additional hours, shall be entitled to the payment of overtime (or time in lieu in accordance with an agreement made pursuant to **sub-clause 31.2** below) at the overtime rates in **sub-clause 31.1(a)** for all additional hours required to be worked that exceed 18% of the Employee's ordinary weekly hours of work, averaged over a period of 4 weeks.
  - (vi) An Employee classified and paid at Level 7 of the nursing stream scale, who is required by their Employer to work additional hours, shall be entitled to the payment of overtime (or time in lieu in accordance with an agreement made pursuant to **sub-clause**

**31.2** below) at the overtime rates in **sub-clause 31.1(a)** for all additional hours required to be worked that exceed 12% of the Employee's ordinary weekly hours of work, averaged over a period of 4 weeks. Provided that all time worked on a public holiday shall be paid at the overtime rate of 250% of the ordinary time rate of pay.

- (vii) An Employee classified and paid at Level 8 of the nursing stream scale, who is required by their Employer to work additional hours, shall be entitled to the payment of overtime (or time in lieu in accordance with an agreement made pursuant to **sub-clause 31.2** below) at the overtime rates in **sub-clause 31.1(a)** for all additional hours required to be worked that exceed 15% of the Employee's ordinary weekly hours of work, averaged over a period of 4 weeks.
- (viii) An Employee shall not be required to work additional hours that exceed the percentages in **paragraphs (iv), (v), (vi) and (vii)** of this **sub-clause 31.1(c)** averaged over a 4 week period without the payment of overtime, or an agreement to take time in lieu of overtime pursuant to **sub-clause 31.2** below. The provisions of this **clause 31** shall apply to all such further additional hours required by the Employer to be worked. For the avoidance of doubt, except on a Sunday or public holiday, an Employee other than a nurse shall be paid for the first 3 such further additional hours worked on any day 150% of the ordinary hourly rate of pay and 200% of the ordinary hourly rate of pay after that.
- (d) An Employee may refuse to work additional hours or overtime in circumstances where the working of such additional hours or overtime would result in the Employee working hours which are unreasonable.
- (e) In determining whether additional hours are reasonable or unreasonable the following will be taken into account:
  - (i) any risk to Employee health and safety;
  - (ii) the Employee's personal circumstances, including any family and carer's responsibilities;
  - (iii) the needs of the Employer;
  - (iv) whether the Employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of working additional hours;
  - (v) the notice (if any) given by the Employer to work the additional hours;
  - (vi) the notice (if any) given by the Employee of his or her intention to

- refuse to work the additional hours;
- (vii) the usual patterns of work in school education;
- (viii) the nature of the Employee's role and their level of responsibility;
- (ix) whether the additional hours are in accordance with the averaging terms in this Agreement; and
- (x) any other relevant matter.

### **31.2 Time off instead of Overtime Payment**

- (a) An Employee and an Employer may agree that the Employee will be provided with time off instead of being paid for a particular amount of overtime required by the Employer to be worked by the Employee. Any such agreement shall be recorded in writing and state: that the Employer and Employee agree that the Employee will be provided with time off instead of being paid for the overtime; the number of overtime hours to which it applies; and when those hours were worked and shall be retained as an Employee record.
- (b) Overtime taken as time off during ordinary time hours must be taken at the ordinary time rate, that is, an hour for each hour worked.
- (c) Time off must be taken:
  - (i) within the period of 6 months after the overtime is worked; and
  - (ii) at a time or times within that period of 6 months agreed by the Employer and Employee.
- (d) Where an Employee and an Employer have agreed to time off instead of an overtime payment under **sub-clause 31.2(a)**, and such time has not been taken within the period of 6 months after the overtime is worked, an Employer must pay the Employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.
- (e) An Employee classified under and paid in accordance with the rates applying to the preschool/childcare services stream, Levels 5 or 6 of the nursing services stream, or Levels 1 or 2 of the instructional services stream or graduate Employees employed in the school operational services stream in their field of study having a 3-year degree, classified at grade 5 and paid at Level 5 Step 1 may request at any time to be paid for overtime covered by an agreement under this **sub-clause 31.2**, but not taken as time off. If the Employee requests, the Employer must pay the Employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.

- (f) An Employee not covered by **sub-clause 31.2(e)**, who works overtime and after working the overtime agrees to take time off instead of overtime, under this **sub-clause 31.2**, may request at any time to be paid for overtime covered by such an agreement, but not taken as time off. If the Employee requests, the Employer must pay the Employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked. For the avoidance of doubt, this does not apply to an agreement made by an Employee, with an Employer, to take time off instead of receiving payment for overtime, in conjunction with the Employee agreeing to work the overtime.
- (g) If, on the termination of an Employee's employment, time off for overtime worked by the Employee to which this **sub-clause 31.2** applies has not been taken, the Employer must pay the Employee for the overtime worked at the overtime rate applicable to the overtime when worked.
- (h) An Employee may, with the consent of the Employer, take time off for overtime worked, in accordance with this **sub-clause 31.2**, for the purposes of carer's leave.

### **31.3 Make-up Time**

An Employee may elect, with the consent of the Employer, to work make-up time under which the Employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Agreement.

## **Part 6 – Leave and Public Holidays**

### **32. Annual Leave**

**32.1** Annual leave is provided for in the NES. This clause supplements the NES provisions.

Note: The NES provides for four weeks of annual leave for each 12 months of service, or five weeks annual leave for some shiftworkers for each 12 months of service.

**32.2** Except for Employees in the School Operational Services Stream, annual leave shall be given and taken during the non-term weeks following the end of term four in each School year unless otherwise agreed in writing. Leave arrangements for an Employee in the School Operational Services Stream will be agreed between the Employee and the School.

### **32.3 Annual Leave Loading**

- (a) During a period of annual leave, an Employee, will receive a loading calculated on the Employee's weekly rate of pay at the time of taking



the leave. Annual leave loading is payable on leave accrued on the following bases:

- (i) Employees who would have worked on day work only had they not been on leave - 17.5% of their weekly rate of pay.
  - (ii) Employees who would have worked on shift-work had they not been on leave - 17.5% of their weekly rate of pay, or the applicable shift loading, whichever is the greater.
- (b) Except that an Employer may, at its election, pay:
- (i) annual leave loading to the Employee with each salary payment throughout the School year by increasing the annual rate of pay as at the commencement of the School year, or as subsequently varied, by 1.3426%. Where an Employer elects to pay annual leave loading with each salary payment throughout the School year, the Employer must advise the Employee in writing; or
  - (ii) annual leave loading in respect of the School year to the Employee with the first salary payment in December of that School year at the rate of pay applicable on 1 December of that School year.

### **32.4 Paid Leave in Advance of Accrued Entitlement**

- (a) An Employer may agree to allow an Employee, whose pay is not averaged pursuant to **sub-clause 13.2** of this Agreement, to take annual leave either wholly or partly in advance before the Employee has accrued an entitlement to the leave.
- (b) Such an agreement shall be in writing and:
  - (i) state the amount of leave to be taken in advance and the date on which leave is to commence; and
  - (i) be signed by the Employer and Employee and, if the Employee is under 18 years of age, by the Employee's parent or guardian.

Note: An example of the type of agreement required by this **sub-clause 32.4** is set out at **Schedule G.1- Agreement to Take Annual Leave in Advance**. There is no requirement to use the form of agreement set out at **Schedule G.1**.

- (c) The Employer shall keep a copy of any agreement under this **sub-clause 32.4(c)** as an Employee record.
- (d) Where paid leave has been granted to an Employee in excess of the Employee's accrued entitlement, and the Employee subsequently leaves or is discharged from the service of the Employer before completing the required amount of service to account for some or all of

the leave provided in advance, with the authorisation of the Employee, the Employer may deduct from any remuneration payable to the Employee upon termination of the employment an amount equal to the amount that was paid to the Employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

### **32.5 Annual Leave Loading on Termination**

Subject to **sub-clause 32.3(a)**, where the employment of an Employee ceases for any reason and at the time of the termination the Employee has not been given and has not taken the whole annual leave to which the Employee has become entitled, the Employee shall be paid a loading calculated in accordance with **sub-clause 32.3**, for the period not taken.

### **32.6 Limited Cashing out of Annual Leave**

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under this **sub-clause 32.6**.
- (b) A maximum of 2 weeks accrued, paid annual leave may be cashed out by an Employee, whose pay is not averaged pursuant to **sub-clause 13.2** of this Agreement, with the agreement of their Employer, in a 12 month period.
- (c) Any agreement to the cashing out of a particular amount of accrued paid annual leave by the Employee must be in writing and must not result in the Employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- (d) Any such agreement must state:
  - (i) the amount of leave to be cashed out and the payment to be made to the Employee for it; and
  - (ii) the date by which the payment is to be made.
- (e) The agreement must be signed by the Employer and Employee and, if the Employee is under 18 years of age, by the Employee's parent or guardian.
- (f) The payment must not be less than the amount that would have been payable had the Employee taken the leave at the time the payment is made.
- (g) The Employer must keep a copy of any agreement under this **sub-clause 32.6** as an Employee record.
- (h) If an Employee cashes out an amount of annual leave under this sub-clause, the Employee will no longer be entitled to the annual leave that

they have cashed out.

Note: An example of the type of agreement required by this **sub-clause 32.6** is set out at **Schedule G.2 - Cashing Out Annual Leave**. There is no requirement to use the form of agreement set out at **Schedule G.2**.

### **32.7 Excessive Leave Accruals**

- (a) An Employee has an excessive leave accrual if the Employee has accrued more than 8 weeks paid annual leave.
- (b) Where an Employee has an excessive leave accrual the Employer and/or Employee may seek to confer with the other to seek to genuinely reach agreement regarding the reduction or elimination of the excessive leave accrual.
- (c) Where an Employer or Employee have genuinely sought but been unable to reach agreement with the other regarding the reduction or elimination of the excessive leave accrual the Employer or the Employee, as the case may be, may direct or require the other to take or grant annual leave as set out in **Schedule G.3 - Direction by Employer to Take Annual Leave where Excessive Annual Leave Accrual** and **Schedule G.4 - Request by Employee for Leave where Excessive Annual Leave Accrual**.

### **33. Personal/Carer's Leave and Compassionate Leave**

Personal sick/carer's leave and compassionate leave are provided for in the NES. This clause of the Agreement provides agreement specific details and supplements the NES which deals with personal/carer's leave.

#### **33.1 Compassionate Leave Entitlement**

An Employee is entitled to two days paid compassionate leave per occasion in accordance with the Act and subject to the requirements of the Act and the NES. An additional day of paid leave will be applicable in the case of bereavement.

#### **33.2 Paid Personal/Carer's Leave Entitlement**

An Employee, with the exception of a casual Employee, shall be entitled to ten days (up to 76 hours) paid personal/carer's leave for each year of service, subject to the conditions set out below. A temporary Employee is entitled to personal/carer's leave in that proportion of 10 days which the period of appointment of the Employee bears to the School year of the School. For the purposes of this **sub-clause 33.2**, 'day' means the number of hours which the Employee would have worked on that day if not absent.

- (a) Except in the first year of employment, an Employee's entitlement to paid personal/carer's leave will be credited at the beginning of a year of

service. An Employee in his or her first year of employment will be credited with half their entitlement for the first year of their employment on commencement and the other half after 6 months' service.

- (b) Employees shall not be entitled to paid personal leave for any period in respect of which the Employee is entitled to payment under the *Workers Compensation Act 1987* (NSW).
- (c) An Employee shall not be entitled to paid personal/carer's leave unless the Employee complies with the notification and evidentiary requirements in this **clause 33**.
- (d) The Employee shall notify the Principal of the School, or other such person deputed by the Principal, of the need to take leave due to their unfitness for work on account of personal illness or injury, or to provide care or support to a member of their immediate family or household who requires care or support because of illness or injury, or an unexpected emergency affecting the member, where applicable, the nature of the illness or injury, and the estimated duration of the absence, where practicable, prior to the commencement of the first organised School activity on that day, or otherwise as soon as practicable.
- (e) Subject to **sub-clause 32.2(c)** and **sub-clause 33.4**, if an Employee is entitled to paid personal/carer's leave, the Employee will be paid personal/carer's leave for the number of hours which the Employee would have worked on that day if not on leave.
- (f) The personal/carer's leave entitlement of a part-time Employee (including a temporary part-time Employee) shall be in that proportion which the average number of hours worked by the Employee in a week bears to 38, When the number of hours worked by a part-time Employee varies, the personal/carer's leave entitlement of the Employee shall be calculated and credited to the Employee in hours at the time of such variation.

Note: The NES also provides a limited entitlement to unpaid carer's leave where an Employee is unable to take paid carer's leave.

Note: This **sub-clause 33.2** will not provide an entitlement less than the NES.

### **33.3 Personal/Carer's Leave Accumulation**

- (a) Untaken personal/carer's leave shall accumulate from year to year subject to the conditions below.

- (b) Current personal/carer's leave entitlements shall be exhausted before accumulated personal/carer's leave is taken.
- (c) Service before the commencement of this Agreement shall be taken into account for the purpose of calculating the annual entitlement to personal/carer's leave and accumulation in respect of service prior to that date shall be calculated in accordance with the Award or any agreement applying to that Employee prior to that date.
- (d) If a public holiday occurs during an Employee's absence on personal/carer's leave then such public holiday shall not be counted as personal/carer's leave.

### **33.4 Personal/Carer's Leave - Evidentiary Matters**

- (a) Subject to **sub-clause 33.4(b)**, if requested by the School, the Employee shall provide to the School a medical certificate or other evidence that would satisfy a reasonable person that the Employee was unable to attend for duty on the day or days for which leave is claimed due to the Employee:
  - (i) being unfit for work because of personal illness or injury; or
  - (ii) needing to provide care or support to a member of their immediate family or household who requires care or support as a result of that person's illness or injury, including details of the illness or injury of the person concerned and that the illness or injury is such as to require care or support by another person; or
  - (iii) needing to provide care or support to a member of their immediate family or household as a result of an unexpected emergency affecting the member, the nature of the emergency and that such emergency resulted in the person concerned requiring care or support by the Employee.
- (b) Where a single day absence occurs before and/or after a public holiday, or a rostered day off, the Employee shall provide a medical certificate to be entitled to paid personal/carer's leave, unless excused from doing so by the School.
- (c) Where an Employee has taken frequent single days of personal/carer's leave, or taken extended personal/carer's leave such that the School requires additional information in relation to the Employee's circumstances, and/or eligibility for personal/carer's leave, then the School may take action in accordance with this sub-clause.
  - (i) The School may arrange a meeting in order to clarify the position with the Employee. The request to the Employee to attend the meeting shall be in writing (signed by the Principal or the Principal's delegate) with sufficient notice for the Employee to be

reasonably able to attend the meeting. The request shall also refer to the provisions of this clause and shall indicate the grounds for the School's concern about personal/carer's leave taken by the Employee. The School shall invite the Employee to respond verbally at the meeting to the issues raised by the School. An Employee shall not unreasonably fail to attend such a meeting where requested to attend by the School.

- (ii) After consideration of the Employee's response, the School may:
  - A require further evidence of illness; and/or
  - B require the Employee to provide a certificate of capacity or medical certificate, as appropriate, from a medical practitioner nominated by the School (at the School's cost in relation to any net amount payable by the Employee) in relation to the Employee's capacity for work and/or the likely period of absence, or to establish only eligibility for personal/carer's leave (and no other information); and/or
  - C discuss with the Employee any other action.
- (iii) Where an Employee fails to attend a meeting as requested by the School pursuant to **paragraph (i)** of this sub-clause and does not provide a reasonable explanation for such failure, or does not provide further evidence of illness as outlined in **paragraph (ii)** of this sub-clause, then the School may cease payment of personal/carer's leave if the School has reasonable grounds for a belief that the Employee is not entitled to personal/carer's leave for that absence.
- (iv) The Employee may, if a member of the Union, request that any matter pursuant to this clause be discussed at any stage between the Union and the representative of the School.
- (v) Where an Employee is unable to carry out their normal duties due to illness or injury for a period of four or more weeks, a School may require the Employee to provide, from the Employee's treating health practitioners (at the School's cost in relation to any net amount payable by the Employee), additional information regarding the Employee's capacity for work and fitness to perform work safely, including, but not limited to: the Employee's condition and treatment; the effect of the condition and/or treatment on the Employee's capacity to perform their usual work or any work safely (including any limitations or medically imposed restrictions); and the treating health practitioner's prognosis for recovery including relevant timeframes for a return to work on full duties. The School may also arrange for the Employee to attend a medical examination with a health practitioner nominated by the School (at the School's cost in relation to any net amount payable

by the Employee) to report on and inform it of these matters. The Employee must give the treating health practitioner(s) and/or examining health practitioner any consent required to enable the provision of such information to the School.

### **34. Unpaid Parental Leave and New Parent Bonus**

This clause of the Agreement provides agreement specific details and supplements the NES which deals with parental leave.

#### **34.1 General**

- (a) An Employee is entitled to take unpaid parental leave in accordance with the provisions of the Act and subject to the limitations and conditions, including notification requirements, contained in that Act. Without limiting the operation of this clause, an Employee must have 12 months continuous service to be eligible for parental leave under the Act and must have or soon will have a responsibility for the care of a child.
- (b) An Employee must give notice of the intention to take leave and provide other notices and documentation in accordance with the provisions of the Act (and, in particular, section 74).
- (c) Other than as provided by the Act, the period of parental leave will not count as a period of service under this Agreement or any statute.
- (d) If an Employee takes concurrent parental leave as described in the Act, **sub-clause 34.2** of this Agreement applies.
- (e) Where following an earlier period of parental leave an Employee has not returned to work for a period of four School terms, or such lesser period as may be agreed to by the School, before the birth or adoption of a second or subsequent child, the Employee will remain entitled to unpaid parental leave in accordance with the Act. However, the Employee will not be entitled to a new parent bonus in respect of the birth or adoption of the second or subsequent child.

#### **34.2 Concurrent Parental Leave**

- (a) An Employee who is entitled to take unpaid parental leave pursuant to section 71 or section 72 of the Act and who applies to take concurrent parental leave pursuant to section 72(5) of the Act, subject to **sub-clause 34.2(d)** below, will be entitled to elect to take up to two weeks of this leave as either unpaid leave or paid carer's leave, from the Employee's available personal leave credit balance, where the leave commences on the day of birth of the child, or on the day on which the child, or mother of the child, leaves hospital following the birth or, in the case of an adoption, from the date of placement of the child. If the Employee applies to take paid carer's leave, the School will deem the

normal thresholds for eligibility for carer's leave to have been met in the relevant period.

- (b) A period of paid carer's leave will count as a period of service under this Agreement pursuant to the provisions applying to carer's leave in the Act.
- (c) An Employee must give notice of the intention to take concurrent parental leave and provide other notices and documentation as required by the provisions of the Act.
- (d) An Employee who receives 'Dad and Partner' pay under the Paid Parental Leave Scheme established under the *Paid Parental Leave Act 2010* (Cth) (the PPL Act), or any government funded scheme that replaces it, during a period of concurrent parental leave under the Act, is not eligible for paid carer's leave for that period of time (as the Employee must be on unpaid leave to receive the 'Dad and Partner' pay).

### **34.3 New Parent Bonus**

- (a) Subject to **sub-clause 34.3(f)**, an Employee having 12 months continuous service who gives birth to or adopts a child is entitled to receive a new parent bonus from the School. The calculation of the new parent bonus is dealt with at **sub-clauses 34.3(b)** and **(c)** below.
- (b) The weekly value of the new parent bonus payable, is the amount remaining, if any, after subtracting the federal minimum wage from the Employee's gross weekly salary for the usual position held by the Employee before the Employee commenced leave in connection with the birth or placement of the child for adoption, or gave birth to or adopted the child, whichever occurred first.
- (c) The value of the new parent bonus, expressed in weeks, for an Employee, who takes parental leave after the commencement of this Agreement, is 18 weeks or the number of weeks of unpaid parental leave taken, if the period of leave taken is less than 18 weeks, to a minimum of 6 weeks. The Employee will be paid the new parent bonus at the rate calculated in accordance with **sub-clause 34.3(b)** multiplied by the number of weeks as determined in accordance with this paragraph.
- (d) If a new parent bonus is payable, the Employee must be paid:
  - (i) at the usual times and intervals that other Employees are paid at the School from the birth or placement of the child; or
  - (ii) as otherwise agreed in writing, for example, from the commencement of a period of parental leave or deferred to a later date and/or in a lump sum or in instalments.



- (e) For the avoidance of doubt:
  - (i) The birth or adoption of more than one child around the same period of time does not give rise to a second or greater bonus. The new parent bonus is only payable once in such circumstances.
  - (ii) If both parents of an adopted child are covered by this Agreement, or an agreement in similar terms, the new parent bonus available in respect of the adoption of the particular child is only available to one parent. It is payable by one School to one Employee covered by this Agreement, or an agreement in similar terms. Generally, it is anticipated that this will be the adoptive mother. However, the parents may agree that it be the adoptive father.
- (f) Where following an earlier period of parental leave, an Employee has not returned to work for a period of four School terms, or such lesser period as may be agreed to by the School, before the birth or adoption of a second or subsequent child, the Employee will remain entitled to unpaid parental leave in accordance with the Act. However, the Employee will not be entitled to the new parent bonus in respect of the birth or adoption of the second or subsequent child.

#### **34.4 Right to Request in Context of Parental Leave**

This clause of the Agreement provides agreement specific details and supplements the NES which deals with requests for flexible working arrangements and extensions to parental leave. Nothing in this clause should be read to limit the operation of section 65 of the Act.

- (a) An Employee entitled to parental leave may request a School to allow the Employee:
  - (i) to extend the period of simultaneous (concurrent) unpaid parental leave up to a maximum of eight weeks;
  - (ii) to extend the period of unpaid parental leave beyond the available period of leave, as defined in the Act, for a further continuous period of leave not exceeding 12 months;
  - (iii) to return from a period of parental leave on changed working arrangements; to assist the Employee in reconciling work and parental responsibilities.
- (b) The School shall consider the request having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the School's business. Such grounds might include, but are not limited to: cost; lack of adequate replacement staff; incapacity to change the

working arrangements of other staff to accommodate the new working arrangements requested by the Employee; the impracticality of changing the working arrangements of other staff or recruiting new Employees to accommodate the new working arrangements requested by the Employee; the likely significant loss of efficiency or productivity; and the likely significant negative impact on the provision of educational services and/or customer service.

- (c) The Employee's request shall be in writing and set out the details of the change sought and the reasons for the change.
- (d) The School shall give the Employee a response to such request (decision) in writing within 21 days of receiving the request, stating whether the School grants or refuses the request. If the School refuses the request the response shall include details of the reasons for the refusal.
- (e) Where an Employee wishes to make a request under **sub-clause 34.4(a)** such a request must be made as soon as possible before the date upon which the Employee is due to return to work from parental leave and, in the case of a request made under **sub-clause 34.4(a)(ii)**, must be made at least 4 weeks before the end of the available parental leave period. An Employer cannot refuse the first such request made by any Employee under **sub-clause 34.4(a)(i)** if the required 4 weeks' notice is given.

### **34.5 Communication during Parental Leave**

- (a) Where an Employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the School shall take reasonable steps to:
  - (i) make information available to the Employee in relation to any significant effect the change will have on the status, responsibility level, pay or location of the position the Employee held before commencing parental leave; and
  - (ii) provide an opportunity for the Employee to discuss any significant effect the change will have on the status, responsibility level, pay or location of the position the Employee held before commencing parental leave.
- (b) The Employee shall take reasonable steps to inform the School about any significant matter that will affect the Employee's decision regarding the duration of parental leave to be taken, whether the Employee intends to return to work and whether the Employee intends to request to return to work on a part-time basis.
- (c) The Employee shall also notify the School of changes of address or other contact details which might affect the School's capacity to comply

with this clause.

## **35. Long Service Leave**

### **35.1 General Provision - Applicability of *Long Service Leave Act 1955* (NSW)**

Except in so far as expressly varied by the provisions of this clause, the provisions of the *Long Service Leave Act 1955* (NSW) (the LSL Act), shall apply to Employees employed under this Agreement.

### **35.2 Quantum of Leave**

Subject to **sub-clause 35.3** the amount of long service leave to which an Employee is entitled, from the commencement of this Agreement, shall be:

- (a) In the case of an Employee who has completed at least ten years of service with the same School:
  - (i) in respect of the first ten years of service so completed, 10.5 weeks; and
  - (ii) in respect of each additional completed 5 years of service with the same Employer, 5.25 weeks.
- (b) In the case of an Employee who has completed with the School five years of service, and whose services are:
  - (i) terminated by the School for any reason other than misconduct; or
  - (ii) cease for any other reason (including resignation by the Employee), a proportionate amount on the basis of 10.5 weeks for ten years of service [such service to include service with the School as an adult and otherwise than as an adult].

### **35.3 Calculation of Accrued Entitlement**

In the case of Employees whose service with the Employer commenced prior to the commencement of this Agreement and whose service would entitle them to long service leave under this clause, the amount of long service leave to which the Employee shall be entitled is the amount calculated in accordance with the applicable table below:

- (a) Entitlements for Employees engaged to provide school support services, instructional services or school administration services:

Service prior to 1 May 1995	The amount calculated on the basis of the LSL Act or The amount calculated on the basis of the arrangements operating in the
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	School for the period prior to 1 May 1995, whichever is the greater.
Service from 1 May 1995	1.05 weeks per year up to 10 years of service (i.e. 10.5 weeks long service leave for 10 completed years of service)  1.05 weeks per year for each year of service in excess of 10 years of service.

(b) Entitlements for Employees engaged to provide school operational services:

Service prior to 1 February 2007	The amount calculated on the basis of the LSL Act  or  The amount calculated on the basis of the arrangements operating in the School for the period prior to 1 February 2007, whichever is the greater.
Service from 1 February 2007	1.05 weeks per year up to 10 years of service (i.e. 10.5 weeks long service leave for 10 completed years of service)  1.05 weeks per year for each year of service in excess of 10 years of service.

(c) Entitlements for Employees engaged to provide preschool/childcare services or wellbeing services:

Service prior to 1 January 2012	The amount calculated on the basis of the LSL Act  or  The amount calculated on the basis of the arrangements operating in the School in respect of such Employees for the period prior to 1 January 2012, whichever is the greater.
Service from 1 January 2012	1.05 weeks per year up to 10 years of service (i.e. 10.5 weeks long service leave for 10 completed years of service) 1.05 weeks per year for each year of

	service in excess of 10 years of service.
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### 35.4 Conditions of taking Leave

- (a) In accordance with the LSL Act an Employee entitled to long service leave will be granted such leave:
  - (i) as soon as practicable, having regard to the needs of the School, after the Employee becomes entitled to the leave; or
  - (ii) if the School and Employee agree in writing to postpone the taking of the leave - at another time or times.
- (b) Long service leave will generally be taken in blocks of at least one School term. However, a School may agree to allow an Employee to take long service leave in smaller blocks, including single days, subject to the operational needs of the School.
- (c) The School will give the Employee at least 1 months' notice of any requirement to take leave unless the Employee agrees to a shorter period.

### 35.5 Payment on Long Service Leave

- (a) When an Employee takes long service leave after 10 years of continuous service the Employee shall be paid for the leave at the higher of the following rates of pay:
  - (i) The Employee's weekly rate of pay (not including penalty rates and overtime) immediately prior to the Employee commencing the leave; or
  - (ii) The Employee's average weekly rate of pay (not including penalty rates and overtime) during the period of five years prior to the date immediately before the Employee commences the leave. Periods of leave without pay falling within the five-year period shall be disregarded for the purpose of calculating such (5 year) average weekly rate of pay.
- (b) The Employer does not have to pay the long service leave in accordance with **sub-clause 35.5(a)** where the Employer and the Employee have an agreement to pay in accordance with section 3(2B) of the LSL Act (made in connection with the Employee requesting to postpone the taking of the leave).

### 35.6 Long Service and Public Holidays

- (a) Any long service leave shall be exclusive of any public holidays falling on a day the Employee would normally work within the period of such

leave.

- (b) Non-term week days which the Employee is not normally required to work and which fall within the period of long service leave shall not be counted as part of the long service leave taken and, where the Employee's pay is not averaged, shall not be paid, unless otherwise agreed between the Employee and the School.

### **35.7 Continuous Service**

The service of an Employee with the School shall be deemed continuous notwithstanding the service has been interrupted by reason of the Employee taking parental leave or other approved leave without pay. Excepting non-term weeks during which the Employee is stood down, the period during which the service is so interrupted shall not be taken into account in calculating the period of service.

### **35.8 Payment in Lieu of Long Service Leave**

- (a) An Employee with 10 years' continuous service with the School may cash out an amount of accrued but untaken long service leave that exceeds the amount of long service leave that the Employee would have accrued if the rate of accrual in the LSL Act applied to the Employee's employment (the additional long service leave), on the following basis:
  - (i) the Employee elects to cash out the additional long service leave;
  - (ii) the Employee provides a written election to the School stating that the Employee wishes to cash out the additional long service leave; and
  - (iii) the School, in its discretion, authorises the Employee to cash out the additional long service leave.
- (b) If an Employee cashes out an amount of additional long service leave in accordance with this clause:
  - (i) the School will, within a reasonable time, give the Employee the amount of pay they would have received if they had taken the long service leave that the Employee cashed out;
  - (ii) the Employee's entitlements to long service leave will be reduced by the extent of such payment and the Employee will no longer be entitled to the long service leave that they have cashed out; and
  - (iii) the Employee may not seek to cash out further additional long service leave accrued until the Employee has completed a further 5 years' service from the time that the Employee last became entitled to the benefit of this clause, unless the School agrees

otherwise.

- (c) The parties agree that the primary purpose of long service leave is for an Employee to have an extended period of rest and recuperation away from work and that this will be taken into account in any decision to cash out additional long service leave.

## **36. Portable Long Service Leave Scheme**

### **36.1 Definitions**

- (a) "Previous Employer" means the employer of the Employee prior to the Employee commencing employment with the School.
- (b) "New Employer" means a School at which the Employee has been offered and accepted employment.
- (c) "Long Service Leave Accrual" means as at the date of termination of employment the amount of entitlement to be paid in lieu of long service leave in accordance with **sub-clauses 35.2(b)** and **35.3** of this Agreement and the LSL Act.
- (d) "Transferred Amount" means where the Employee elects for the Long Service Leave Accrual to be transferred to a New Employer the amount of the payment transferred.
- (e) "New Employer LSL Accrual" means the amount of long service leave accrued by the Employee with the New Employer calculated in accordance with the scale of accrual set out in **sub-clause 35.2(a)** taking into account the deemed service in accordance with **sub-clause 36.2(b)**.
- (f) "Transferred LSL Accrual" means the Transferred Amount divided by the Employee's rate of pay with the New Employer at the date of the calculation. For the avoidance of doubt, this is the date when the leave entitlement is calculated (being a future point in time) and not when the amount transferred is received by the New Employer.

### **36.2 Employees Transferring an Entitlement from a Previous Employer**

- (a) This clause applies when an Employee is employed by the School and has arranged for a long service leave entitlement from a Previous Employer to be transferred to the School on terms consistent with this clause.

(b) **Deemed service with the School**

For the purposes only of:

- (i) calculating the rate of accrual of future long service leave entitlements; and
- (ii) triggering the entitlement to take further long service leave,

where:

- (i) an Employee has elected for the Previous Employer to pay the Long Service Leave Accrual to the School; and
- (ii) the Transferred Amount has been received by the School, the Employee's service with the Previous Employer shall be deemed to be service with the School.

(c) **Calculation of long service leave entitlements**

Subject to **sub-clause 36.2(b)**, the amount of long service leave to which an Employee is entitled at a particular point in time in accordance with the Portable Long Service Leave Scheme, is to be determined in accordance with the following formula:

**New Employer LSL Accrual + Transferred LSL Accrual**

(d) **Special conditions of taking long service leave with the School**

An Employee to which this clause applies is not entitled to take any long service leave with the School unless, at the time the Employee would take the leave, the following conditions are satisfied:

- (i) the Employee has completed at least 10 years of service (including both actual service with the School and deemed service with the School in accordance with **sub-clause 36.2(b)**); and
- (ii) the Employee has been employed by the New Employer for at least 5 years, subject to **sub-clause 36.2(e)**; and
- (iii) the Employee has accrued sufficient long service leave (calculated on the basis of **sub-clause 36.2(c)**) to take leave of at least one School term, subject to **sub-clause 36.2(e)**.

If an Employee, who has transferred an amount in respect of long service leave, takes long service leave, the amount transferred is applied against the leave taken first - before any leave accrued at the new School is accessed.



(e) **School may waive special conditions of taking long service leave**

Despite **sub-clauses 36.2(d)(i)** and **(ii)** and subject to **sub-clause 36.2(f)**, an Employee may commence to take long service leave earlier than the time prescribed in **sub-clause 36.2(d)(i)** or **(d)(ii)** with the agreement of the New Employer.

Despite **sub-clause 36.2(d)(iii)** and subject to **sub-clause 36.2(f)**, an Employee may take an amount of long service leave which is less than one School term with the agreement of the New Employer.

(f) **General conditions of taking long service leave to apply**

For the avoidance of doubt, the conditions for taking long service leave set out in **sub-clause 35.4** apply with respect to the School to any Employee who has transferred an entitlement from a Previous Employer.

(g) **Interest if long service leave not taken**

An Employee who leaves the School within 5 years and who has not taken long service leave during that time is entitled to a payment calculated as follows:

$$P = T \times A/B$$

where:

**P** = the amount of the payment due

**T** = the Transferred Amount

**A** = Australian Bureau of Statistics, Consumer Price Index - All Groups Index Number for Canberra for the quarter immediately preceding the date of the payment

**B** = Australian Bureau of Statistics, Consumer Price Index - All Groups Index Number for Canberra for the quarter immediately preceding the date of receipt of the Transferred Amount.

### **36.3 Employees Transferring an Entitlement to a New Employer**

This clause applies to an Employee:

- (a) whose employment with the School terminates; and
- (b) as at the date of termination of employment, who has an entitlement to be paid in lieu of long service leave in accordance with **sub-clause**

**35.2(b)** of this agreement and the LSL Act, and

- (c) who has been offered and has accepted employment with the New Employer; and
- (d) who is to commence employment with the New Employer.

#### **36.4 Election regarding Long Service Leave Accrual**

- (a) Subject to **sub-clause 36.4(b)** an Employee who satisfies the requirements in **sub-clause 36.3** may elect for the School to either:
  - (i) pay the Long Service Leave Accrual to the Employee as a lump sum payment; or
  - (ii) pay the Long Service Leave Accrual to the New Employer.
- (b) The School must notify the Employee of their right to make an election in accordance with **sub-clause 36.4(a)** at least three weeks before the date of termination of the Employee's employment with the School, if practicable.
- (c) For the purpose of **sub-clause 36.4(a)**, an Employee must notify the School of their election at least one week prior to the termination of the Employee's employment with the School (or such later time if agreed by the School) in writing.
- (d) Where the Employee elects for the School to pay the Long Service Leave Accrual to the New Employer, and notifies the School of such an election in accordance with **sub-clause 36.4(b)**, the School must pay the Long Service Leave Accrual to the New Employer on the date of termination of the Employee's employment with the School, if practicable, but no later than the date the Employee commences employment with the New Employer. The Employee will have no further entitlement to long service leave or a payment in lieu with the School, the Employee's right to long service leave or a payment in lieu being extinguished by the payment of the Transferred Amount to the New Employer.
- (e) If an Employee fails to make an election in accordance with **sub-clause 36.4(a)** or fails to satisfy the requirements in **sub-clause 36.4(c)** in making an election, the School must pay the Long Service Leave Accrual to the Employee as a lump sum payment, unless otherwise agreed by the School.
- (f) An Employee will be eligible for service to be recognised by the New Employer except where at the date of termination the balance of the Employee's long service leave accrual is less than 5 weeks.
- (g) For the avoidance of doubt, an election made under **sub-clause**

**36.4(a)** is not able to be revoked or changed.

### **37. Community Service Leave**

Community service leave is provided for in the NES. This clause of the Agreement provides agreement specific details and supplements the NES which deals with community service leave.

- (a) A full-time or part-time Employee required to attend for jury service during ordinary working hours shall be provided with leave for this purpose.
- (b) An Employee required to attend for jury duty must apply for payment of a jury attendance fee (or jury allowance) for such duty. An Employee required to attend for jury duty must not fill in a statutory declaration or other form to the effect that the Employer will continue to pay the Employee's normal pay while on jury duty.
- (c) Subject to **sub-clause 37(b)** above, the School will pay the Employee the difference between the allowance or payment received by the Employee for such jury service and the pay that the Employee would otherwise have received for work at the School over the period of the jury service.
- (d) As a matter of practice, the School may make a payment to the Employee representing the Employee's full pay for the period, in which case the Employee shall be required to reimburse to the School any monies payable to the Employee for such attendance on jury service (excluding reimbursement of expenses) which required the Employee's absence from the School.
- (e) The Employee shall notify the Employer as soon as possible of the date upon which he or she is required to attend for jury service. The Employee shall provide to the Employer a copy of the summons to attend jury duty and a record of payments received as proof of attendance.

### **38. Examination Leave**

Where an Employee is enrolled for a course of study in a professional development course approved by the School, he or she will be entitled to attend a scheduled examination conducted at premises owned, leased or licensed by the institution that provides the course without loss of pay. For avoidance of doubt, this clause does not apply in the case of "take home" type examinations.

### **39. Leave to Deal with Family and Domestic Violence Leave**

**39.1** This clause applies to all Employees, including casuals.



## 39.2 Definitions

(a) In this clause:

**family and domestic violence** means violent, threatening or other abusive behaviour by a family member of an Employee that seeks to coerce or control the Employee and that causes them harm or to be fearful.

**family member means:**

- (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee; or
  - (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee; or
  - (iii) a person related to the Employee according to Aboriginal or Torres Strait Islander kinship rules.
- (b) A reference to a spouse or de facto partner in the definition of family member in **sub-clause 39.2(a)** includes a former spouse or de facto partner.

## 39.3 Entitlement to Unpaid Leave

An Employee is entitled to 5 days' unpaid leave to deal with family and domestic violence, as follows:

- (a) the leave is available in full at the start of each 12 month period of the Employee's employment; and
- (b) the leave does not accumulate from year to year; and
- (c) is available in full to part-time and casual Employees.

Note: A period of leave to deal with family and domestic violence may be less than a day by agreement between the Employee and the Employer. The Employer and Employee may agree that the Employee may take more than 5 days' unpaid leave to deal with family and domestic violence.

## 39.4 Taking Unpaid Leave

An Employee may take unpaid leave to deal with family and domestic violence if the Employee:

- (a) is experiencing family and domestic violence; and
- (b) needs to do something to deal with the impact of the family and domestic violence and it is impractical for the employee to do that thing outside their ordinary hours of work.

Note: The reasons for which an Employee may take leave include making arrangements

for their safety or the safety of a family member (including relocation), attending urgent court hearings, or accessing police services.

### **39.5 Service and Continuity**

The time an Employee is on unpaid leave to deal with family and domestic violence does not count as service but does not break the Employee's continuity of service.

### **39.6 Notice and Evidence Requirements**

#### **(a) Notice**

An Employee must give the Employer notice of the taking of leave by the Employee under this **clause 39**. The notice:

- (i) must be given to the Employer as soon as practicable (which may be a time after the leave has started); and
- (ii) must advise the Employer of the period, or expected period, of the leave.

#### **(b) Evidence**

An Employee who has given their Employer notice of the taking of leave under this **clause 39** must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in **sub-clause 39.4**.

Note: Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.

### **39.7 Confidentiality**

- (a) Employers must take steps to ensure information concerning any notice an Employee has given, or evidence an Employee has provided under **sub-clause 39.6** is treated confidentially, as far as it is reasonably practicable to do so.
- (b) Nothing in this **sub-clause 39.7** prevents an Employer from disclosing information provided by an Employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the Employee or another person.

Note: Information concerning an Employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the Employee. Employers should consult with such Employees regarding the handling of this information.

## **39.8 Compliance**

An Employee is not entitled to take leave under **clause 39** unless the Employee complies with **sub-clause 39.6**.

## **40. Domestic Leave**

An Employee other than a casual Employee is entitled to one day per year deducted from their personal/carer's leave accrual for the purpose of moving house or other domestic emergency not otherwise qualifying for personal/carer's leave. An Employee shall give the Principal notice as soon as practicable of the need to take this leave. For the avoidance of doubt, domestic leave does not accumulate.

## **41. Public Holidays**

**41.1** Public holidays are provided for in the NES. Under the NES, an Employee is entitled to be absent from work on a day or part day that is a public holiday in the place where the Employee is based for work.

### **41.2 Payment for Work on a Public Holiday**

An Employee may be requested to work on a public holiday pursuant to section 114 of the Act. An Employee who works on a public holiday will be paid at the rate of 250% for ordinary hours performed, unless the Employer and the Employee have agreed to the Employee taking a day off instead of receiving payment in which case the Employee will be paid at the ordinary time rate for work on the public holiday.

### **41.3 Substitution of Public Holidays**

- (a) By agreement between a School and an Employee, an alternative day may be taken as a public holiday instead of any of the days specified by the NES. The agreement will be recorded in writing and made available to the affected Employee.
- (b) Where substitution is agreed, the substituted day will be the public holiday for all purposes of this Agreement.

## Schedule A – Monetary Rates

**Table 1A – Annual Rates of Salary – Core Scale**

Applies to the school administration services stream, the school instructional services, the school support services stream and the wellbeing services stream.

<b>Classification Level</b>	<b>Incremental Step</b>	<b>Annual rates from the operative date of the Agreement \$</b>	<b>Annual rates from the first full pay period on or after 1 February 2020 (4%) \$</b>	<b>Annual rates from the first full pay period on or after 1 February 2021 (3%) \$</b>	<b>Annual rates from the first full pay period on or after 1 February 2022 (3%) \$</b>	<b>Annual rates from the first full pay period on or after 1 February 2023 (3%) \$</b>
<b>Level 1</b>	<b>Step 1</b>	51,146	53,192	54,788	56,432	58,125
	<b>Step 2</b>	51,891	53,967	55,586	57,254	58,972
	<b>Step 3</b>	53,909	56,065	57,747	59,479	61,263
	<b>Step 4</b>	55,936	58,173	59,918	61,716	63,567
	<b>Step 5</b>	57,784	60,095	61,898	63,755	65,668
<b>Level 2</b>	<b>Step 1</b>	58,247	60,577	62,394	64,266	66,194
	<b>Step 2</b>	59,565	61,948	63,806	65,720	67,692
	<b>Step 3</b>	61,560	64,022	65,943	67,921	69,959
	<b>Step 4</b>	62,506	65,006	66,956	68,965	71,034
	<b>Step 5</b>	63,467	66,006	67,986	70,026	72,127
<b>Level 3</b>	<b>Step 1</b>	63,530	66,071	68,053	70,095	72,198
	<b>Step 2</b>	65,148	67,754	69,787	71,881	74,037
	<b>Step 3</b>	N/A	N/A	N/A	N/A	N/A
<b>Level 4</b>	<b>Step 1</b>	66,766	69,437	71,520	73,666	75,876
	<b>Step 2</b>	68,045	70,767	72,890	75,077	77,329
	<b>Step 3</b>	69,326	72,099	74,262	76,490	78,785
	<b>Step 4</b>	70,456	73,274	75,472	77,736	80,068
<b>Level 5</b>	<b>Step G1</b>	63,158	65,684	67,655	69,685	71,776
	<b>Step G2</b>	66,434	69,091	71,164	73,299	75,498
	<b>Step G3</b>	70,042	72,844	75,029	77,280	79,598
	<b>Step G4</b>	73,655	76,601	78,899	81,266	83,704
	<b>Step 1</b>	78,212	81,340	83,780	86,293	88,882
	<b>Step 2</b>	80,472	83,691	86,202	88,788	91,452
	<b>Step 3</b>	81,869	85,144	87,698	90,329	93,039
<b>Level 6</b>	<b>Step 1</b>	85,517	88,938	91,606	94,354	97,185
	<b>Step 2</b>	87,343	90,837	93,562	96,369	99,260
	<b>Step 3</b>	89,169	92,736	95,518	98,384	101,336
<b>Level 7</b>	<b>Step 1</b>	92,828	96,541	99,437	102,420	105,493
	<b>Step 2</b>	94,657	98,443	101,396	104,438	107,571
<b>Level 8</b>	<b>Step 1</b>	103,712	107,860	111,096	114,429	117,862

Notes: Core scale applies to all staff except those in the School Operational Services, Nursing Services and Pre-school/Childcare Services streams.

Level 5 Steps G1, G2, G3 and G4 only operate from commencement of this Agreement.



**Table 1B – Annual Rates of Salary – School Operational Services Stream**

<b>Classification Level</b>	<b>Incremental Step</b>	<b>Annual rates from the operative date of the Agreement \$</b>	<b>Annual rates from the first full pay period on or after 1 February 2020 (4%) \$</b>	<b>Annual rates from the first full pay period on or after 1 February 2021 (3%) \$</b>	<b>Annual rates from the first full pay period on or after 1 February 2022 (3%) \$</b>	<b>Annual rates from the first full pay period on or after 1 February 2023 (3%) \$</b>
<b>Level 1</b>	<b>Step 1</b>	47,791	49,703	51,194	52,730	54,312
	<b>Step 2</b>	49,646	51,632	53,181	54,776	56,419
	<b>Step 3</b>	51,536	53,597	55,205	56,861	58,567
	<b>Step 4</b>	N/A	N/A	N/A	N/A	N/A
	<b>Step 5</b>	N/A	N/A	N/A	N/A	N/A
<b>Level 2</b>	<b>Step 1</b>	52,543	54,645	56,284	57,973	59,712
	<b>Step 2</b>	53,043	55,165	56,820	58,525	60,281
	<b>Step 3</b>	N/A	N/A	N/A	N/A	N/A
	<b>Step 4</b>	N/A	N/A	N/A	N/A	N/A
	<b>Step 5</b>	N/A	N/A	N/A	N/A	N/A
<b>Level 3</b>	<b>Step 1</b>	53,417	55,554	57,221	58,938	60,706
	<b>Step 2</b>	54,291	56,463	58,157	59,902	61,699
	<b>Step 3</b>	55,165	57,372	59,093	60,866	62,692
<b>Level 4</b>	<b>Step 1</b>	55,936	58,173	59,918	61,716	63,567
	<b>Step 2</b>	57,787	60,098	61,901	63,758	65,671
	<b>Step 3</b>	59,565	61,948	63,806	65,720	67,692
	<b>Step 4</b>	63,530	66,071	68,053	70,095	72,198
<b>Level 5</b>	<b>Step G1</b>	55,608	57,832	59,567	61,354	63,195
	<b>Step G2</b>	58,520	60,861	62,687	64,568	66,505
	<b>Step G3</b>	61,430	63,887	65,804	67,778	69,811
	<b>Step G4</b>	64,343	66,917	68,925	70,993	73,123
	<b>Step 1</b>	67,253	69,943	72,041	74,202	76,428
	<b>Step 2</b>	70,906	73,742	75,954	78,233	80,580
	<b>Step 3</b>	N/A	N/A	N/A	N/A	N/A
<b>Level 6</b>	<b>Step 1</b>	81,869	85,144	87,698	90,329	93,039

**Table 1C – Annual Rates of Salary - Pre-school/Childcare Services Stream**

<b>Classification Level</b>	<b>Incremental Step</b>	<b>Annual rates from the operative date of the</b>	<b>Annual rates from the first full pay period on or after 1 February 2020 (4%)</b>	<b>Annual rates from the first full pay period on or after 1 February 2021 (3.5%)</b>	<b>Annual rates from the first full pay period on or after 1 February 2022 (3.5%)</b>	<b>Annual rates from the first full pay period on or after 1 February 2023 (3.5%)</b>
<b>Level 1</b>	<b>Step 1</b>	44,140	45,906	47,513	49,176	50,897
<b>Level 2</b>	<b>Step 1</b>	44,485	46,264	47,883	49,559	51,294
	<b>Step 2</b>	45,881	47,716	49,386	51,115	52,904
<b>Level 3</b>	<b>Step 1</b>	46,445	48,303	49,994	51,744	53,555
	<b>Step 2</b>	47,283	49,174	50,895	52,676	54,520
	<b>Step 3</b>	47,287	49,178	50,899	52,680	54,524
	<b>Step 4</b>	48,357	50,291	52,051	53,873	55,759
<b>Level 4</b>	<b>Step 1</b>	51,668	53,735	55,616	57,563	59,578
	<b>Step 2</b>	52,725	54,834	56,753	58,739	60,795
<b>Level 5</b>	<b>Step 1</b>	56,224	58,473	60,520	62,638	64,830
	<b>Step 2</b>	57,329	59,622	61,709	63,869	66,104
<b>Level 6</b>	<b>Step 1</b>	62,159	64,645	66,908	69,250	71,674
	<b>Step 2</b>	63,769	66,320	68,641	71,043	73,530
<b>Level 7</b>	<b>Step 1</b>	66,988	69,668	72,106	74,630	77,242
	<b>Step 2</b>	70,848	73,682	76,261	78,930	81,693
	<b>Step 3</b>	73,129	76,054	78,716	81,471	84,322
<b>Level 8</b>	<b>Step 1</b>	77,740	80,850	83,680	86,609	89,640
	<b>Step 2</b>	78,499	81,639	84,496	87,453	90,514

**Table 1D - Annual Rates of Salary - Nursing Services Stream**

<b>Classification Level</b>	<b>Incremental Step</b>	<b>Annual rates from the operative date of the Agreement \$</b>	<b>Annual rates from the first full pay period on or after 1 February 2020 (4%) \$</b>	<b>Annual rates from the first full pay period on or after 1 February 2021 (3%) \$</b>	<b>Annual rates from the first full pay period on or after 1 February 2022 (3%) \$</b>	<b>Annual rates from the first full pay period on or after 1 February 2023 (3%) \$</b>
<b>Level 5</b>	<b>Step 1</b>	59,961	62,359	64,230	66,157	68,142
	<b>Step 2</b>	63,851	66,405	68,397	70,449	72,562
	<b>Step 3</b>	66,920	69,597	71,685	73,836	76,051
	<b>Step 4</b>	69,990	72,790	74,974	77,223	79,540
	<b>Step 5</b>	73,058	75,980	78,259	80,607	83,025
	<b>Step 6</b>	76,126	79,171	81,546	83,992	86,512
	<b>Step 7</b>	79,195	82,363	84,834	87,379	90,000
	<b>Step 8</b>	82,265	85,556	88,123	90,767	93,490
<b>Level 6</b>	<b>Step 1</b>	65,696	68,324	70,374	72,485	74,660
	<b>Step 2</b>	68,709	71,457	73,601	75,809	78,083
	<b>Step 3</b>	70,477	73,296	75,495	77,760	80,093
	<b>Step 4</b>	73,437	76,374	78,665	81,025	83,456
	<b>Step 5</b>	76,397	79,453	81,837	84,292	86,821
	<b>Step 6</b>	79,358	82,532	85,008	87,558	90,185
	<b>Step 7</b>	82,318	85,611	88,179	90,824	93,549
<b>Level 7</b>	<b>Step 1</b>	85,518	88,939	91,607	94,355	97,186
<b>Level 8</b>	<b>Step 1</b>	96,485	100,344	103,354	106,455	109,649

Note: The Nursing Services stream is not in the Previous Agreement being replaced by this Agreement

**Table 2 – Allowances**

Clause No.	Brief Description	Allowance from the first full pay period on or after				
		Commencement of Agreement \$	1 February 2020 \$	1 February 2021 \$	1 February 2022 \$	1 February 2023 \$
18.2	First Aid & medication allowance	6.15 per day  3.10 per part day	6.40 per day  part day - to increase in line with the Daily rate under the Award	6.59 per day  part day - to increase in line with the Daily rate under the Award	6.79 per day  part day - to increase in line with the Daily rate under the Award	6.99 per day  part day - to increase in line with the Daily rate under the Award
18.3	Meal allowance during overtime work	15.94 per meal	To increase in line with the Award	To increase in line with the Award	To increase in line with the Award	To increase in line with the Award
18.5	Sleepover allowance	49.53 per sleepover	To increase in line with the Award	To increase in line with the Award	To increase in line with the Award	To increase in line with the Award
18.6	Tool allowance - Carpenter or joiner  Other trades	29.00 per week  15.50 per week	To increase in line with the Award	To increase in line with the Award	To increase in line with the Award	To increase in line with the Award
18.7	Uniform/ protective clothing allowance	1.50 per day  7.50 per week	1.50 per day  7.50 per week	1.50 per day  7.50 per week	1.50 per day  7.50 per week	1.50 per day  7.50 per week
18.7	Laundry allowance	0.35 per day  1.75 per week	To increase in line with the Award	To increase in line with the Award	To increase in line with the Award	To increase in line with the Award
18.8	Vehicle allowance:  Motor car (max 400km/week)  Motorcycle (max 400km/week)	  0.78 per km  0.26 per km	To increase in line with the Award	To increase in line with the Award	To increase in line with the Award	To increase in line with the Award
18.9	Broken Shift (incorporating former excess fares) - [Nurses levels 5 and 6 and Preschool / childcare Employees excepted]	11.28 per day	11.73 per day	12.08 per day	12.44 per day	12.81 per day

## Schedule B – Classifications

### B.1 Definitions

#### B.1.1 Definition 1: Supervision

**Close supervision:** clear and detailed instructions are provided. Tasks are covered by standard procedures. Deviations from procedures or unfamiliar situations are referred to higher levels. Work is regularly checked.

**Routine supervision:** direction is provided on the tasks to be undertaken with some latitude to rearrange sequences and discriminate between established methods. Guidance on the approach to standard circumstances is provided in procedures, guidance on the approach to non-standard circumstances is provided by a supervisor. Checking is selective rather than constant.

**General direction:** direction is provided on the assignments to be undertaken, with the Employee determining the appropriate use of established methods, tasks and sequences. There is some scope to determine an approach in the absence of established procedures or detailed instructions, but guidance is readily available. When performance is checked, it is on assignment completion.

**Broad direction:** direction is provided in terms of objectives which may require the planning of staff, time and material resources for their completion. Limited detailed guidance will be available and the development or modification of procedures by the Employee may be required. Performance will be measured against objectives.

#### B.1.2 Definition 2: Qualifications

Within the Australian Qualifications Framework:

**(a) Year 12**

Completion of a senior secondary certificate of education, usually in Year 12 of secondary school.

**(b) Trade certificate**

Completion of an apprenticeship, normally of four years' duration, or equivalent recognition (e.g. Certificate III).

**(c) Post-trade certificate**

A course of study over and above a trade certificate and less than a Certificate IV.

**(d) Certificates I and II, community coaching certificates, and junior or youth coaching licences**

Courses that recognise basic vocational skills and competencies and knowledge, without a Year 12 prerequisite.

**(e) Certificate III and entry - mid level advanced coaching licences**

A course that provides a range of well-developed skills and is comparable to a trade certificate.

**(f) Certificate IV and high level advanced coaching licences**

A course that provides greater breadth and depth of skill and knowledge and is comparable to a two year part-time post-Year 12 or post-trade certificate course.

**(g) Diploma**

A course at a higher education or vocational educational and training institution, typically equivalent to two years' full-time post-Year 12 study.

**(h) Advanced diploma**

A course at a higher education or vocational educational and training institution, typically equivalent to three years' full-time post-Year 12 study.

**(i) Degree**

A recognised degree from a higher education institution, often completed in three or four years, and sometimes combined with a one-year diploma.

**(j) Postgraduate degree**

A recognised postgraduate degree, over and above a degree as defined above.

Note: Previously recognised qualifications obtained prior to the implementation of the Australian Qualifications Framework continue to be recognised. The above definitions also include equivalent recognised overseas qualifications.

### **B.1.3 Definition 3: Classification dimensions**

**(a) Competency**

The skill, complexity and responsibility of tasks typically required at each classification level.

**(b) Judgment, independence and problem solving**

Judgment is the ability to make sound decisions, recognising the consequences of decisions taken or actions performed. Independence is the extent to which an Employee is able (or allowed) to work effectively without supervision or direction. Problem solving is the process of defining or selecting the appropriate course of action where alternative courses of actions are available. This dimension looks at how much of each of these three qualities applies at each classification level.

**(c) Level of supervision**

This dimension covers both the way in which Employees are supervised or managed and the role of Employees in supervising or managing others.

**(d) Training level or qualifications**

The type and duration of training which the duties of the classification level typically require for effective performance. Training is the process of acquiring skills and knowledge through formal education, on-the-job instruction or exposure to procedures.

**(e) Occupational equivalent**

Examples of occupations typically falling within each classification level.

**(f) Typical activities**

Examples of activities typically undertaken by Employees in different roles at each of the classification levels. Examples of occupational equivalent positions are provided. Reference to small, medium, medium-large and large Schools is made, based upon student enrolment in K - Year 12 determined at the date of the NSW census in February each year. A small School enrolls less than 300 students, a medium School enrolls between 300 and 600 students, a medium-large School enrolls between 601 and 900 students and a large School enrolls more than 900 students.

## **B.2 Classifications**

### **B.2.1 Level 1**

An Employee at this level will learn and gain competency in the basic skills required by the Employer. In the event that the increased skills/competency are required and utilised by the Employer, classification to a higher level within the structure may be possible.

**(a) Competency**

Competency involves application of knowledge and skills to a limited range of tasks and roles. There is a specific range of contexts where the choice of actions is clear. The competencies are normally used within established routines, methods and procedures that are predictable. Judgments against established criteria may also be required.

**(b) Judgment, independence and problem solving**

The Employee follows standard procedures in a predefined order. The Employee resolves problems where alternatives for the Employee are limited and the required action is clear or can be readily referred to a more senior Employee.

**(c) Level of supervision**

Close supervision or, in the case of more experienced Employees working alone, routine supervision.

**(d) Training level or qualifications**

An Employee is not required to have formal qualifications or work experience upon engagement. An Employee will be provided with on-the-job training which will provide information about, and/or an introduction to, the conditions of employment, the School, the School's policies and procedures in relation to the work environment and the Employees with whom the Employee will be working.

**(e) Typical activities**

**(i) School support services grade 1**

- Providing general assistance of a supportive nature to teachers, as directed
- Assisting student learning, either individually or in groups, under the direct supervision of a higher level general Employee or a teacher
- Assisting with the collection, preparation and distribution of classroom materials
- Assisting with clerical duties associated with normal classroom activities (e.g. student records, equipment records, etc.)
- Assisting teachers with the care of students on school excursions, sports days and other student activities



*Occupational equivalent:* teacher aide/assistant, integration aide/assistant

**(ii) Preschool/childcare services grade 1**

- Learning and implementing the policies, procedures and routines and the requisite basic skills
- Learning how to establish relationships and interacting with children
- Attending to the physical, social and emotional needs of children on an individual or group basis
- Assisting in the development of good relations with families attending the facility
- Performing basic duties, including food preparation, cleaning or gardening

*Occupational equivalent:* childcare assistant, outside School hours assistant, preschool assistant

**(iii) School administration services grade 1**

- Performing a range of general clerical duties at a basic level, for example, filing, handling mail, maintaining records, data entry
- Operating routine office equipment, such as a computer, photocopier, scanner, facsimile, binding machine, guillotine, franking machine, calculator, etc.
- Performing a reception function, including providing information and making referrals in accordance with School procedures
- Carrying out minor cash transactions including receipting, balancing and banking
- Monitoring and maintaining stock levels of stationery/materials within established parameters, including reordering

*Occupational equivalent:* clerical assistant, accounts clerk, data entry operator, front desk/reception assistant/receptionist

**(iv) School instructional services grade 1**

- Providing assistance to music, singing, dance, drama, and

sporting groups/teams/squads under the supervision of a teacher or an instructional services Employee grade 3 or above.

- Assisting with equipment and the preparations for and conducting of rehearsals and training sessions and/or events or performances
- Assisting in the instruction of individual students as part of an extra-curricular music, singing, dance, drama or similar program
- Assisting in the training and coaching of individuals and teams in various sporting disciplines

*Occupational Equivalent:* music or singing assistant tutor, or dance, drama or similar assistant instructor, junior or youth sports assistant or assistant sports coach

**(v) School operational services grade 1**

- Performing general labouring tasks
- Performing general gardening tasks, including preparing grounds and undertaking planting
- Performing horticultural duties in areas such as sports playing fields, garden maintenance and foliage control
- Performing basic gardening and outdoor maintenance
- Performing basic maintenance
- Performing a range of industrial cleaning tasks
- Moving furniture and equipment
- Assisting in a School retail facility, such as a canteen, uniform shop or book shop
- Assisting trades personnel with manual duties
- Taking general care of School vehicles, including driving buses for less than 25 passengers
- Undertaking elementary food preparation and cooking duties, cleaning and tidying the kitchen and its equipment
- Performing gardening duties such as the planting and trimming of trees, sowing, planting and cutting of grass and

the watering of plants, gardens, trees, lawns and displays

- Removing cuttings, raking leaves, cleaning/emptying litter bins, cleaning gutters/drains/culverts
- Performing routine maintenance of turf, synthetic, artificial and other play surfaces
- Performing non-trade tasks incidental to the Employee's work
- Performing general laundry duties
- Performing minor repairs to linen or clothing such as buttons, zips, seams and working with flat materials
- Cleaning, dusting and polishing in classrooms or other public areas of the School
- Making and/or serving morning/afternoon tea, including washing up and other duties in connection with such work other than meals/refreshments in the School's main dining area

*Occupational equivalent:* cleaner, kitchen assistant, laundry assistant, grounds/maintenance assistant, retail assistant, bus driver, handyperson, attendant, trades assistant

## **B.2.2 Level 2**

An Employee at this level performs work above and beyond the skills and responsibilities of an Employee at Level 1.

### **(a) Competency**

Competency at this level involves application of knowledge and skills to a range of tasks and roles. There is a defined range of contexts where the choice of actions required is clear. There is limited complexity of choice of actions required. On occasion, more complex tasks may be performed.

### **(b) Judgment, independence and problem solving**

- (i) Applies generally accepted concepts, principles and standards in well-defined areas. Solves relatively simple problems with reference to established techniques and practices. Will sometimes choose between a range of straightforward alternatives.
- (ii) An Employee at this level will be expected to perform a combination of various routine tasks where the daily work routine

will allow the latitude to rearrange some work sequences, provided the prearranged work priorities are achieved.

**(c) Level of supervision**

Routine supervision of straightforward tasks; close supervision of more complex tasks. Where Employees are working alone, less direct guidance and some autonomy may be involved.

**(d) Training level or qualifications**

Level 2 duties typically require:

- (i) a skill level which assumes and requires knowledge, training or experience relevant to the duties to be performed;
- (ii) completion of Year 12 without work experience;
- (iii) completion of Certificates I or II with work related experience; or
- (iv) an equivalent combination of experience and training. For an instructional services Employee (sport) this means having an age level appropriate community coaching certificate or junior or youth coaching licence and having some relevant coaching or sports discipline specific experience, or no qualification, but reasonable experience

**(e) Typical activities**

**(i) School support services grade 2**

- Providing assistance with the educational program where limited discretion and judgment and/or specific skills are involved
- Supervision of small groups of children in learning activities in a learning environment under the guidance of a teacher

*Occupational equivalent:* teacher aide/assistant, integration aide/assistant

- Performing a range of basic library transactions, including processing, cataloguing and accessioning books, stocktaking, preparing display materials, using circulation systems, general photocopying and related clerical tasks
- Maintaining, controlling, operating and demonstrating the use of audio-visual equipment, where there is limited complexity, including assisting with audio and video recording

- Maintaining booking and repair/replacement systems for equipment
- Maintaining catalogues of recorded programs in accordance with established routines, methods and procedures
- Maintaining equipment and materials
- Caring for fauna and flora
- Preparing teaching aids under direction
- Preparing standard solutions and less complex experiments
- Assisting students and teachers to use the catalogue and/or locate books and resource materials
- Explaining the function and use of library and library equipment to students
- Under direction, assisting teaching staff to take story groups
- Searching and identifying fairly complex bibliographic material organising inter-library loans
- Answering ready references inquiries
- Operating a wide range of audio-visual or computer equipment
- Demonstrating and explaining the operation of audio-visual, computer and other similar equipment
- Providing technical support to teachers
- Recording materials by means of sound and photographic equipment, etc.
- Evaluating and making recommendations for the purchase of technical or computer equipment
- Implementing measures for proper storage control and handling or disposal of dangerous or toxic substances
- Culturing, preparing for use and being responsible to the relevant manager for the security of bacterial, viral or other like substances
- Ordering supplies and materials

- Within a defined range of contexts, where the choice of actions is clear, maintaining scientific equipment, materials and specimens
- Assisting with the design/demonstration of experiments and scientific equipment, as directed

*Occupational equivalent:* library assistant, laboratory assistant, technology centre assistant

**(ii) Preschool/childcare services grade 2**

- Assisting in the implementation of the children's program under supervision
- Assisting in the implementation of daily care routines
- Developing awareness of, and assisting in the maintenance of, the health and safety of children in care
- Understanding and working according to the policies and procedures associated with the children's program
- Responsibility for food preparation, cleaning, gardening or general maintenance under the guidance of the director or the director's nominee
- Demonstrating knowledge of hygienic handling of food and equipment

*Occupational equivalent:* childcare assistant

**(iii) Wellbeing services grade 1**

- Providing first aid services, as the designated first aid officer in the school

*Occupational equivalent:* first aid officer

**(iv) School administration services grade 2**

- Performing a range of general clerical, administrative and financial duties at an intermediate level, including utilising a variety of computer applications/programmes,
- Maintenance of records and/or journals including processing and recording related to account reconciliation, invoices, cheques, petty cash, payroll and other financial data
- Performing duties involving the management of mail, record

management including archiving, data entry and retrieval

- Assisting with enquiries from students, parents, Employees and the general public
- Arranging routine travel bookings and itineraries

*Occupational equivalent:* clerical/administrative assistant, accounts clerk, accounts payable/receivable, receptionist, Registrar's assistant

**(v) Instructional Services grade 2**

- Providing assistance to individuals and/or groups/teams/squads in the areas of music, singing, dance, drama, or sport, under the general supervision of a teacher or an instructional services Employee grade 3 or above.
- Assisting with equipment and the preparations for and conducting of rehearsals or training sessions and/or events or performances
- Assisting in the instruction of individual students as part of an extra-curricular instrumental music, singing, dance, drama or similar programme
- Assisting in and training and coaching of individuals and teams in various sporting disciplines

*Occupational equivalent:* instrumental music or singing assistant tutor or dance, drama, or similar assistant instructor, junior or youth sports assistant or assistant sports coach

**(vi) School operational services grade 2**

- Performing non-cooking duties in the kitchen including the assembly, preparation and measurement of food items
- Undertaking general gardening tasks including the preparation and planting procedures
- Laundry duties requiring the application of limited discretion
- Operating, maintaining and adjusting turf machinery under general supervision
- Applying fertilizers, fungicides, herbicides and insecticides under general supervision
- Performing a range of patrol duties, including responding to

alarms, following emergency procedures and preparing incident reports

- Driving a bus with a carrying capacity of 25 or more passengers

*Occupational equivalent:* non-trade qualified cook, gardener, kitchen assistant, security officer, school bus driver

### **B.2.3 Level 3**

An Employee at this level performs work above and beyond the skills and responsibilities of an Employee at Level 2.

#### **(a) Competency**

Competency at this level involves application of knowledge with depth in some areas and a broad range of skills. There are a range of roles and tasks in a variety of contexts. There is some complexity in the extent and choice of actions required. Competencies are normally used within routines, methods and procedures. Some discretion and judgment is involved in the selection of equipment, work organisation, services, actions and achieving outcomes within time constraints.

#### **(b) Judgment, independence and problem solving**

Exercise judgment on work methods and task sequence within specified timelines and standard practices and procedures. Answers are usually found by selecting from specific choices defined in standard work policies or procedures.

#### **(c) Level of supervision**

In some positions, routine supervision, moving to general direction with experience. In other positions, general direction. This is the first level where supervision of other Employees may be required. When Employees are working alone, they may work semi-autonomously.

#### **(d) Training level or qualifications**

Level 3 duties typically require a skill level which assumes and requires knowledge or training in clerical/administrative, trades or technical functions equivalent to:

- (i) completion of a trades certificate or Certificate III;
- (ii) completion of Year 12 or a Certificate II, with relevant work experience; or



- (iii) an equivalent combination of relevant experience and/or education/training. For an instructional services Employee (sport) this means having an age relevant community coaching certificate or licence, with relevant coaching or sport discipline specific experience, or entry level advanced junior, youth or senior coaching licence [Football 'C' licence] or equivalent with relevant experience

Persons advancing through this level may typically perform duties which require further on-the-job training or knowledge and training equivalent to progress toward completion of a Certificate IV or Diploma.

**(e) Typical activities**

**(i) School support services grade 3**

- Undertaking some responsibility for other Employees in the work area
- Providing assistance or guidance to other Employees in the work area
- Liaising between the School, the student and the student's family where some discretion and judgment are involved
- Substantial supervision of students in learning activities in a learning environment
- Assisting student learning, where some discretion and judgment is involved, including evaluation and assessment, under the supervision of a teacher, of the learning needs of students

*Occupational equivalent:* senior teacher's aide, student services co-ordinator

- Undertaking some responsibility for other Employees in the work area
- Providing assistance or guidance to other Employees in the work area
- Providing technical assistance in the operation of a library, laboratory, or technology centre, where some discretion and judgment are involved
- Preparing descriptive cataloguing for library materials
- Supervising the operation of circulation systems

- Answering reference and information inquiries, other than ready reference
- Assisting in evaluating and selecting equipment and supplies
- Providing guidance in the use of information systems
- Producing resource materials (e.g. multi-media kits, video and film clips)
- Teaching audio-visual, computer and other technical skills to students and teachers
- Searching and verifying bibliographical data where some judgment and discretion are involved
- Producing, displaying and/or publicising materials
- Assisting students and Employees to access information and to use equipment in a library, laboratory or a technology centre where some discretion and judgment are involved
- Assisting with supervision of students in the library where some discretion and judgment are involved
- Providing technical assistance and advice, as requested
- Assisting with the planning and organisation of a laboratory or technology centre and field work
- Testing of experiments and demonstrating experiments (with teachers)

*Occupational equivalent:* library technician, laboratory technician, technology centre technician

**(ii) Preschool/childcare services grade 3**

- Assisting in the preparation, implementation and evaluation of developmentally appropriate programs for individual children or groups
- Responsibility for recording observations of individual children or groups for program planning purposes for qualified Employees
- Working with individual children with particular needs, under direction
- Assisting in the direction of untrained Employees

- Undertaking and implementing the requirements of quality assurance
- Working in accordance with food safety regulations

*Occupational equivalent:* childcare assistant

**(iii) School administration services grade 3**

- Undertaking a wide range of secretarial and clerical duties at an advanced level
- Preparing internal and external publications using relevant computer software (e.g. Adobe creative suite, Photoshop)
- Assisting with information and communication technology
- Initiating and managing correspondence, which may include confidential correspondence
- Preparing monthly summaries of debtors and creditors ledger transactions with reconciliations
- Managing enquiries from students, parents, Employees and the general public
- Entering financial data into computers and preparing financial and management reports for review and authorisation
- Preparing and processing payroll within routines, methods and procedures
- Undertaking bank and ledger reconciliations
- Assisting with preparation of internal and external publications
- Providing administrative support to senior management, including arranging appointments, diaries and preparing both confidential and general correspondence
- Preparing government and statutory authority returns for authorisation

*Occupational equivalent:* administration assistant, office supervisor, accounts clerk, finance officer, payroll officer, school secretary (small School), ICT technician

**(iv) Instructional Services grade 3**

- Instructing individual students and groups as part of an extra-curricular instrumental music, singing, dance, drama or similar programme
- Training and coaching of individuals and teams in various sporting disciplines, including developing sports training sessions and programmes for individuals and/or teams/squads in various sporting disciplines
- Supervising instructional services Employees (grades 1 and/or 2)

*Occupational equivalent:* instrumental music or singing tutor or dance, drama, or similar instructor, junior or youth sports coach

**(v) School operational services grade 3**

- Performing general maintenance work which includes the use of trade accredited skills in areas such as carpentry, plumbing or electrical services
- Control and responsibility for the maintenance of gardens, sports grounds and/or facilities which includes the use of accredited trade skills in areas such as horticulture, gardening or in the maintenance of sports grounds
- Responsibility for operating the school canteen, uniform shop or book shop, including supervision of Employees and volunteers
- Cooking duties including a la carte cooking, baking, pastry cooking or butchery
- Responsibility for operating, maintaining and adjusting turf machinery, as appropriate
- Cleaning and inspecting machinery after each use, reporting any problems to the appropriate manager
- In trades positions, applying the skills taught in a trades certificate or Certificate III, including performance of a range of construction, maintenance and repair tasks, using precision hand and power tools and equipment. In some cases this will involve familiarity with the work of other trades or require further training.
- Performing a range of security duties, including patrols, alarm responses, emergency procedures and preparing

incident reports

- Responsibility for the security and basic maintenance of School property

*Occupational equivalent:* tradesperson, retail function co-ordinator, security officer, caretaker

#### **B.2.4 Level 4**

An Employee at this level performs work above and beyond the skills and responsibilities of an Employee at Level 3.

##### **(a) Competency**

Competency at this level involves the application of knowledge with depth in some areas and a broad range of skills. There is a wide variety of tasks and roles in a variety of contexts. There is complexity in the ranges and choice of actions required. Some tasks may require limited creative, planning or design functions.

Competencies are normally used within a variety of routines, methods and procedures. Discretion and judgment are required for self and/or others in planning, selection of equipment, work organisation, services, actions and achieving outcomes within time constraints.

##### **(b) Judgment, independence and problem solving**

Independent judgment is required to identify, select and apply the most appropriate available guidelines and procedures, interpret precedents and adapt standard methods or practices to meet variations in facts and/or conditions. The Employee may apply extensive diagnostic skills, theoretical knowledge and techniques to a range of procedures and tasks, proficiency in the work area's rules and regulations, procedures requiring expertise in a specialist area or broad knowledge of a range of personnel and functions.

##### **(c) Level of supervision**

Supervision is generally present to establish general objectives relative to a specific project, to outline the desired end product and to identify potential resources for assistance. Some positions will require routine supervision to general direction depending upon experience and the complexity of the tasks. Some positions will require general direction. May supervise or co-ordinate others to achieve objectives, including liaison with Employees at higher levels. May undertake stand-alone work.

**(d) Training level or qualifications**

Level 4 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- (i) completion of a diploma level qualification with relevant work-related experience;
- (ii) completion of a Certificate IV with relevant work experience;
- (iii) completion of a post-trades certificate and extensive relevant experience and on-the-job training;
- (iv) completion of a Certificate III with extensive relevant work experience; or
- (v) an equivalent combination of relevant experience and/or education/training. For an instructional services Employee (sport) this means generally having entry level advanced youth or senior coaching licence [Football 'C' Licence] or equivalent plus relevant coaching and/or other sporting discipline specific experience

**(e) Typical activities**

**(i) School support services grade 4**

- Demonstrating and instructing students and Employees with respect to the use of complex audio-visual or computer equipment, using a variety of routines, methods and procedures, with a depth of knowledge in the requisite areas
- Designing and demonstrating experiments within a variety of routines, methods and experiences under supervision of teachers where discretion and judgment are required
- In charge of an identifiable functional unit, which ordinarily will involve the supervision of staff
- Liaising with teachers on curriculum matters
- Assisting careers advisor/counsellor

*Occupational equivalent:* senior technician in a library, laboratory or technology centre, careers placement officer

**(ii) Preschool/childcare services grade 3A**

- Exercises similar responsibilities as a grade 3, but an Employee at this level has a Diploma in Children's Services.

*Occupational equivalent:* childcare assistant

**(iii) Wellbeing services grade 2A (non-graduate staff - minimum, usually diploma, qualifications)**

- Providing support and guidance to students
- Providing welfare services to students

*Occupational equivalent:* youth/student welfare officer, youth worker, school chaplain, counsellor

**(iv) School administration services grade 4**

- Responsibility for the smooth and efficient financial administration of a small School
- Responsibility for both secretarial and financial administration of a school office in a small School
- Using computer software packages, including desktop publishing, database and/or web software, at an advanced level
- Planning and setting up spreadsheets and database applications
- Initiating and handling correspondence, which may include confidential correspondence
- Calculating and maintaining wage and salary records for a large payroll utilising a variety of routines, methods and procedures
- Applying inventory and purchasing control procedures
- Preparing monthly summaries of debtors and creditors ledger transactions with reconciliations
- Controlling the purchasing and storage for a discrete function
- Supervising and maintaining hardware and software components of a computer network, with appropriate support for users
- Preparing complex financial and administrative systems
- Undertaking responsibility for the co-ordination and ongoing management of fundraising activities or special projects

where an advanced level of clerical and administrative skill is required

*Occupational equivalent:* senior administration assistant, office supervisor, finance officer, school registrar, school secretary (large school), Principal's secretary, school development officer, ICT technician/network technician

**(v) School operational services grade 4**

- Performing specialised cooking, butchery, baking pastry and the supervision of the operation
- Responsibility for planning, scheduling and supervising of all aspects of gardening maintenance
- Deputising for the manager if absent, including undertaking all duties
- In trades positions, working on complex engineering or interconnected electrical circuits and/or exercising high precision trades skills using various materials and/or specialised techniques

*Occupational equivalent:* grounds and maintenance supervisor, property supervisor (small school) advanced tradesperson, head grounds-person (medium to large school)

**(vi) Instructional services grade 4**

- Instructing individual students and groups as part of an extra-curricular instrumental music, dance, drama, choir or similar programme
- Preparing, singing, dance, drama or similar students and lower grade instrumental music students for external examination in their discipline as part of an extra-curricular program
- Training and coaching of individuals and teams in various sporting disciplines

*Occupational equivalent:* instrumental music or singing tutor, or dance or drama instructor or similar; junior or youth sports coach

**B.2.5 Level 5**

An Employee at this level performs work above and beyond the skills and responsibilities of an Employee at Level 4.



**(a) Competency**

Competency at this level involves self-directed application of knowledge with substantial depth in some areas. A range of technical and other skills are applied to roles and functions in both varied and highly specific contexts. Competencies are normally used independently and both routinely and non-routinely. Discretion and judgment are required in planning and selecting appropriate equipment, service techniques and work organisation for self and/or others.

**(b) Judgment, independence and problem solving**

Problem solving involves the identification and analysis of diverse problems. Solve problems through the standard application of theoretical principles and techniques at degree level. Apply standard technical training and experience to solve problems. Apply expertise to the making of decisions. Being responsible for co-ordinating a team to provide an administrative service.

**(c) Level of supervision**

Routine supervision to general direction, depending on tasks involved and experience. May supervise other staff at levels below Level 5.

**(d) Training level or qualifications**

Level 5 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- (i) completion of a degree without subsequent relevant work experience;
- (ii) completion of an advanced diploma qualification and at least one year's full-time equivalent subsequent relevant work experience;
- (iii) completion of a diploma qualification and at least two years' full-time equivalent subsequent relevant work experience;
- (iv) completion of a Certificate IV and extensive relevant work experience;
- (v) completion of a post-trades certificate and extensive (typically more than two years) relevant experience as a technician; or
- (vi) an equivalent combination of relevant experience and/or education/training. For an instructional services Employee (sport) this means generally having advanced level licence [Football 'C' Licence and upwards] and relevant coaching and/or other sporting discipline specific experience

**(e) Typical activities**

**(i) School support services grade 5**

- Providing specialist technical advice, direction and assistance in the Employee's area of expertise using the application of knowledge gained through formal study/qualifications applicable to this level. See **sub-clause 16.2** for progression.

*Occupational equivalent:* professional assistant, librarian

**(ii) Preschool/childcare services grade 4**

- Responsibility, in consultation with the director or the director's nominee, for the preparation, implementation and evaluation of a developmentally appropriate program for individual children or groups of children in care
- Responsibility for the direction and general supervision of lower level Employees
- Ensuring a safe environment is maintained for children and Employees
- Ensuring that records are maintained accurately for each child in the Employee's care
- Developing, implementing and evaluating daily care routines
- Ensuring adherence to the policies and procedures
- Liaising with families

*Occupational equivalent:* childcare assistant;

**(iii) Wellbeing services grade 2B (Graduate staff)**

- Providing support and guidance to students
- Providing welfare services to students

*Occupational equivalent:* youth (social) worker, school chaplain, counsellor, psychologist or therapist with relevant degree (see **sub-clause 16.2** for progression).

**(iv) Nursing Services grade 1**

- Providing primary nursing care with its associated administrative responsibilities

*Occupational equivalent:* school nurse

**(v) School administration services grade 5**

- Applying theoretical knowledge, at degree level, in a straightforward way, in professional positions
- Providing designated support to senior management and associated committees concerning designated aspects of school management
- Overseeing the operations of the School's office and other administrative activities
- Ensuring deadlines and targets are met
- Preparing the accounts of the School to operating statement stage and assisting in the formulating of period and year end entries
- Performing information technology tasks requiring professional qualifications involving analysis, design or computation and drawing upon advanced techniques and methods

*Occupational equivalent:* human resources officer, office supervisor (large School), school development officer, accountant, marketing and/or communications officer, ICT officer (see **sub-clause 16.2** for progression)

**(vi) School operational services grade 5**

- Managing a range of functions

*Occupational equivalent:* assistant property manager (large School), property manager (medium/medium-large School)

**(vii) Instructional services grade 5**

- Preparing higher level instrumental music students for external examination in their discipline as part of an extra-curricular program
- Coaching and training high level open age group sporting teams for external competition

*Occupational equivalent:* senior music tutor, senior sports coach, senior trainer

## **B.2.6 Level 6**

An Employee at this level performs work above and beyond the skills and responsibilities of an Employee at Level 5.

### **(a) Competency**

- (i) Competency at this level involves the development and application of professional knowledge in a specialised area/s and utilising a broad range of skills. Competencies are normally applied independently and are substantially non-routine.
- (ii) Competency at this level involves the delivery of professional services within defined accountability levels. Employees may operate individually or as a member of a team.
- (iii) Significant discretion and judgment is required in planning, designing professional, technical or supervisory functions related to services, operations or processes.
- (iv) Employees are expected to plan their own professional development and such increased knowledge, relevant to the position held, will be applied to the work situation.
- (v) Perform work assignments guided by policy, precedent, professional standards and managerial or technical expertise. Employees would have the latitude to develop or redefine procedure and interpret policy so long as other work areas are not affected. In technical and administrative areas, have a depth or breadth of expertise developed through extensive relevant experience and application.

### **(b) Judgment, independence and problem solving**

Discretion to: innovate within own function and take responsibility for outcomes; design, develop and test complex equipment, systems and procedures; undertake planning involving resources use and develop proposals for resource allocation; exercise high level diagnostic skills on sophisticated equipment or systems; and/or analyse and report on data and experiments.

### **(c) Level of supervision**

In some positions, general direction is appropriate. In other positions, broad direction would apply. May have extensive supervisory and line management responsibility for general Employees. Supervision is present to review established objectives.

**(d) Training level or qualifications**

Level 6 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- (i) a degree with subsequent relevant experience. Generally, this means having a minimum of 4-6 years of full-time equivalent experience after graduation in their field (see also **sub-clause 16.2**) and, where required, having relevant professional registration in their field;
- (ii) extensive experience and specialist expertise or broad knowledge in technical or administrative fields; or
- (iii) an equivalent combination of relevant experience and/or education/training. For an instructional services Employee (sport) this means generally having a Football B or A Licence or Football Conditioning Licence or Pro Diploma, or equivalent and relevant coaching and/or other sporting discipline specific experience.

**(e) Typical activities**

**(i) Preschool/childcare services grade 5**

- Responsibility for co-ordinating and directing the activities of Employees, including the Employees engaged in the implementation and evaluation of developmentally appropriate programs
- Contributing, through the director, to the development of the facility or policies and procedures
- Co-ordinating operations, including occupational health and safety, program planning, staff training
- Taking responsibility for the day-to-day management of the facility in the temporary absence of the director and for management and compliance with all licensing and all statutory and quality assurance issues
- Undertaking additional responsibilities, including co-ordinating the activities of more than one group, supervising Employees, trainees and students on placement and assisting in administrative functions

*Occupational equivalent:* operating as the assistant director, or co-ordinator

**(ii) Wellbeing services grade 3**

- Providing guidance and counselling, within defined accountabilities
- Providing specialist health services and/or therapy services to students
- Involvement in student welfare, as appropriate
- Assisting in co-ordinating wellbeing services within the School and externally, as appropriate

*Occupational equivalent:* counsellor, registered psychologist, speech therapist or occupational therapist

**(iii) Nursing services grade 2**

- Providing health counselling, health education and acting in a resource capacity to the School community, in addition to providing primary care with its associated administrative duties

*Occupational Equivalent:* Nurse Health Educator

**(iv) School administration services grade 6**

- Operating and being responsible for a structurally and/or operationally defined section
- Providing professional advice to students and Employees on the Employee's area of expertise
- Responsibility for professional development of other Employees
- Contributing to operational and strategic planning in the area of responsibility

*Occupational equivalent:* public relations manager/director, school development manager, IT manager small/medium School, school accountant (generally having at least 6 years full-time accounting experience)

**(v) School operational services grade 6**

- Managing a range of functions

*Occupational equivalent:* property manager (large School)

**(vi) Instructional services grade 6**

- Conducting and co-ordinating a School's choirs, bands, musical ensembles, or dance groups or more than one of these areas
- managing and delivering the full, or a substantial part of, the coaching/training programme for one or more sporting disciplines
- Supervising and training other instructing or coaching staff and managing performing arts or sporting facilities on a day to day basis

*Occupational equivalent:* band or choir master, co-ordinator of extra-curricular dance programme, head coach, senior coaching trainer and assessor having relevant qualifications

**B.2.7 Level 7**

An Employee at this level performs work above and beyond the skills and responsibilities of an Employee at Level 6.

**(a) Competency**

- (i) Within constraints set by management, Employees exercise initiative in the application of professional practices demonstrating independent discretion and judgment, which may have effect beyond a work area. An Employee at this level is expected to carry a high proportion of tasks involving complex, specialised or professional functions.
- (ii) An Employee may independently relate existing policy to work assignments or rethink the way a specific body of knowledge is applied in order to solve problems. In professional or technical positions, the Employee may be a recognised authority in a specialised area.

**(b) Judgment, independence and problem solving**

Independently relate existing policy to work assignments, rethink the way a specific body of knowledge is applied in order to solve problems, adapt procedures to fit policy prescriptions or use theoretical principles in modifying and adapting techniques. This may involve stand-alone work or the supervision of Employees in order to achieve objectives. It may also involve the interpretation of policy which has an impact beyond the immediate work area.

**(c) Level of supervision**

Broad direction. May manage other Employees including general Employees.

**(d) Training level or qualifications**

Level 7 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- (i) a degree with at least four - six years of subsequent relevant experience and, where required, having relevant professional registration in their field;
- (ii) extensive experience and management expertise in technical or administrative fields; or
- (iii) an equivalent combination of relevant experience and/or education/training.

**(e) Typical activities**

**(i) Preschool/childcare services grade 6**

- Responsibility as a director, being responsible for the overall management and administration of the facility, including:
- Supervising the implementation of developmentally appropriate programs for children
- Recruiting staff in accordance with relevant regulations, as directed by the Principal
- Maintaining day-to-day accounts and handling all administrative matters
- Ensuring that the facility adheres to all relevant regulations and statutory requirements
- Ensuring that the facility meets or exceeds quality assurance requirements
- Liaising with families and outside agencies
- Formulating and evaluating annual budgets
- Providing professional leadership and development to Employees



- Developing and maintaining policies and practices for the facility

*Occupational equivalent:* childcare centre director

**(ii) Wellbeing services grade 4**

- Providing specialist health, counselling and/or therapy services to students; and
- Managing counselling or therapy services with more than one psychologist, counsellor, or therapist under supervision, including directing the activities of other psychologists and/or counsellors, or therapists; or
- Providing specialist psychology services at an advanced level

*Occupational equivalent:* head of school counselling, senior therapist; registered psychologist with extensive post registration experience (5 or more FTE years)

**(iii) Nursing services grade 3**

- Providing health counselling, health education and acting in a resource capacity to the School community, in addition to providing primary care with its associated administrative duties; and
- being in charge of or directing the activities of other registered nurses

*Occupational Equivalent:* Senior Nurse Health Educator; Nurse in Charge

**(iv) School administration services grade 7**

- Preparing advice, reports, proposals or submissions, using a high level of expertise, for the senior executives of the School and/or outside bodies
- Providing financial advice to the Principal, business manager, or head of a Board finance committee
- Managing the School's financial system
- Performing information technology tasks requiring professional qualifications involving analysis, design or computation and drawing upon advanced techniques and methods at an advanced level

*Occupational equivalent:* information technology manager (medium/medium - large School), assistant bursar/business manager (medium/medium-large School), school accountant having at least 8 years full-time equivalent accounting experience

### **B.2.8 Level 8**

An Employee at this level performs work above and beyond the skills and responsibilities of an Employee at Level 7.

#### **(a) Competency**

Competency at this level is likely to require the development of new ways of using a specific body of knowledge which applies to work assignments, or may involve the integration of other specific bodies of knowledge.

#### **(b) Judgment, independence and problem solving**

Responsible for program development and implementation. Provide strategic support and advice requiring integration of a range of School policies and external requirements, and an ability to achieve objectives operating within complex organisation structures.

#### **(c) Level of supervision**

Broad direction, working with a degree of autonomy. Generally will have management responsibility for a functional area and/or manage other Employees including administrative, technical and/or professional Employees.

#### **(d) Training level or qualifications**

Level 8 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- (i) postgraduate qualifications or progress towards postgraduate qualifications and extensive relevant experience;
- (ii) extensive experience and management expertise; or
- (iii) an equivalent combination of relevant experience and/or education/training.

#### **(e) Typical activities**

##### **(i) Preschool/childcare services grade 6**

- Responsibilities are the same as for a grade 6 classified at Level 7

- This level applies where the number of places in the centre exceeds 60

**(ii) Wellbeing services grade 5**

- Providing specialist health, counselling and/or therapy services to students; and
- being responsible for the co-ordination, administration and management of a multi-disciplinary health and wellbeing service involving a team of health professionals, usually in a large School

*Occupational equivalent:* manager of health and wellbeing services

**(iii) Nursing Services Grade 4**

- Providing health counselling, health education and acting in a resource capacity to the School community, in addition to providing primary care with its associated administrative duties; and
- being responsible for the co-ordination, administration and management of the School's multi-disciplinary health and wellbeing service involving a team of health professionals, usually in a large School.

*Occupational equivalent:* nurse in charge of a (multi-Employee, multi-disciplinary) health service; nurse manager of health and wellbeing services

**(iv) School administration services grade 8**

- Managing a large functional unit with a diverse or complex set of functions and significant resources in a large School
- Undertaking the role of an assistant bursar/business manager in a large School
- Performing information technology tasks requiring professional qualifications involving analysis, design or computation and drawing upon advanced techniques and methods at an advanced level

*Occupational equivalent:* information technology manager (large School), assistant bursar/business manager (large School), or bursar or business manager covered by this Agreement

## **Schedule C – Individual Flexibility Arrangements**

- C.1 Despite anything else in this Agreement, an Employer and an individual Employee may agree to vary the application of the terms of this Agreement relating to any of the following in order to meet the genuine needs of both the Employee and the Employer:
- (a) arrangements for when work is performed; or
  - (b) overtime rates; or
  - (c) penalty rates; or
  - (d) allowances; or
  - (e) annual leave loading.
- C.2 An agreement must be one that is genuinely made by the Employer and the individual Employee without coercion or duress.
- C.3 An agreement may only be made after the individual Employee has commenced employment with the Employer.
- C.4 An Employer who wishes to initiate the making of an agreement must:
- (a) give the Employee a written proposal; and
  - (b) if the Employer is aware that the Employee has, or reasonably should be aware that the Employee may have, limited understanding of written English, take reasonable steps (including providing a translation in an appropriate language) to ensure that the Employee understands the proposal.
- C.5 An agreement must result in the Employee being better off overall at the time the agreement is made than if the agreement had not been made.
- C.6 An agreement must do all of the following:
- (a) state the names of the Employer and the Employee; and
  - (b) identify the Agreement term, or Agreement terms, the application of which is to be varied; and
  - (c) set out how the application of the Agreement term, or each Agreement term, is varied; and
  - (d) set out how the agreement results in the Employee being better off overall at the time the agreement is made than if the agreement had not been made; and
  - (e) state the date the agreement is to start.

- C.7 An agreement must be:
- (a) in writing; and
  - (b) signed by the employer and the employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- C.8 Except as provided in **sub-clause C.7(b)**, an agreement must not require the approval or consent of a person other than the Employer and the Employee.
- C.9 The Employer must keep the agreement as a time and wages record and give a copy to the Employee.
- C.10 The Employer and the Employee must genuinely agree, without duress or coercion to any variation of an Agreement provided for by an agreement.
- C.11 An agreement may be terminated:
- (a) at any time, by written agreement between the Employer and the Employee; or
  - (b) by the Employer or Employee giving 28 days' written notice to the other party.
- Note:** If an Employer and Employee agree to an arrangement that purports to be an individual flexibility arrangement under this Agreement term and the arrangement does not meet a requirement set out in s.144 then the Employee or the Employer may terminate the arrangement by giving written notice of not more than 28 days (see s.145 of the Act).
- C.12 An agreement terminated as mentioned in **sub-clause C.11(b)** ceases to have effect at the end of the period of notice required under that clause.
- C.13 The right to make an agreement under **Schedule C** is additional to, and does not affect, any other term of this Agreement that provides for an agreement between an Employer and an individual Employee.

## Schedule D – Consultation and Redundancy Pay

### D.1 Employer to notify

- (a) Where an Employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on Employees, the Employer must notify the Employees who may be affected by the proposed changes and their representative or representatives, if any. An affected Employee shall inform the Employer of the fact, identity and contact details of any such representative.
- (b) Significant effects include termination of employment; major changes in the composition, operation or size of the Employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of Employees to other work or locations; and the restructuring of jobs. Provided that where this Agreement makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

### D.2 Employer to discuss change

- (a) The Employer must discuss with the Employees affected and their representatives, if any, the introduction of the changes referred to in **sub-clause D.1(a)**, the effects the changes are likely to have on Employees and measures to avert or mitigate the adverse effects of such changes on Employees and must give prompt consideration to matters raised by the Employees and/or their representatives in relation to the changes.
- (b) The discussions must commence as early as practicable after a definite decision has been made by the Employer to make the changes referred to in **sub-clause D.1(a)**.
- (c) For the purposes of such discussion, the Employer must provide in writing to the Employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on Employees and any other matters likely to affect Employees provided that no Employer is required to disclose confidential information the disclosure of which would be contrary to the Employer's interests.

### D.3 Redundancy pay scale

The provisions of this clause only apply to a School if it employs 15 or more Employees immediately before the termination of employment of an Employee or Employees due to redundancy. Where the employment of an Employee is to be terminated, subject to further order of the Fair Work Commission, the School shall pay the severance pay set out in the redundancy pay scales below in respect of a continuous period of service. The redundancy pay scales apply to full and part time Employees, subject to the provisions of sections 120 - 123 inclusive of the Act.

If an Employee is under 45 years of age, the School shall pay in accordance with the following scale:

<u>Years of service</u>	<u>Under 45 Years of Age Entitlement (No. of Weeks' Pay)</u>
Less than	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and over	16 weeks

Where an Employee is 45 years old or over, the entitlement shall be in accordance with the following scale:

<u>Years of service</u>	<u>45 Years of Age and Over Entitlement (No. of Weeks' Pay)</u>
Less than	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and less than 7 years	20 weeks

'Weeks' Pay' means the weekly rate of pay for the Employee concerned at the date of termination (which in the case of an Employee whose pay is averaged means the averaged or "all purpose" weekly rate of pay), and shall include, in addition to the weekly rate of pay, over agreement payments, shift penalties and allowances, paid for functions performed, provided for in this Agreement.

#### **D.4 Proposed Introduction of Changes to Regular Rosters or Ordinary Hours**

**D.4.1** The School will consult with Employees about proposed changes to their regular roster (if any) or ordinary hours of work of an Employee, other than an Employee whose working hours are irregular, sporadic or unpredictable.

**D.4.2** Affected Employees may be represented for the purposes of consultation under this **clause D.4**. References in this **clause D.4** to affected Employees includes references to their representatives if any.

**D.4.3** For the purposes of this **clause D.4**, the School will:

- (a) discuss with affected Employees the proposed introduction of the change;
- (b) provide to the affected Employees information about the change;
- (c) invite the affected Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
- (d) consider any views that are given by the affected Employees.

**D.4.4** However, the School is not required to disclose confidential or commercially sensitive information to the affected Employees.

**D.4.5** **Clause D.4** is to be read in conjunction with any other provisions of the Agreement concerning the scheduling of work or the giving of notice.



## **Schedule E – Dispute Resolution**

### **E.1 General**

The parties acknowledge the value of a dispute resolution procedure in this Agreement which is to be used to resolve a dispute. Subject to the provisions of the Act, all grievances or disputes in relation to matters arising under this Agreement or the NES shall be dealt with in the manner set out in this clause.

### **E.2 Discussion within School**

- (a) Any grievance or dispute which arises shall, where possible, be settled by discussion between the Employee and the School in accordance with any procedures that have been adopted by the School. This may include discussions between the Employee or Employees concerned and the relevant supervisor (subject, department or School section head). If such discussions do not resolve the dispute, the procedure may require discussions between the Employee or Employees concerned and more senior levels of management as appropriate.
- (b) Should the matter not be resolved, the parties may agree to submit the dispute to an agreed mediator for the purpose of mediation. If the parties do not agree to mediation or if no agreement can be reached on an agreed process for mediation and the person who shall conduct the mediation, the matter may be referred by either party to the Fair Work Commission for conciliation.
- (c) Should the matter not be resolved in accordance with the above procedures it may be referred by either party to the Fair Work Commission or any other person agreed between the parties for conciliation.

### **E.3 Process of Mediation**

If the parties choose to participate in mediation:

- (a) both parties shall confer and reach agreement on the process for mediation and the person who shall conduct the mediation;
- (b) both parties shall participate in the mediation process in good faith;
- (c) both parties shall observe the instructions of the mediator about the conduct of the mediation, provided that such instructions comply with any applicable requirements of the Act;

- (d) the mediation procedure is confidential and neither party can use as evidence in arbitration or court proceedings any discussion between the parties and between the parties and the mediator or any written statements prepared for the mediator or for a party;
- (e) both parties are entitled to the assistance of a support person for the purpose of these procedures; and
- (f) both parties agree not to commence proceedings under the Act or for damages for breach of this Agreement or contract unless this dispute resolution procedure has been followed without a satisfactory conclusion reached.

#### **E.4 Process of Conciliation**

During the conciliation the Fair Work Commission may:

- (a) arrange conferences of the parties or their representatives at which a Commissioner or conciliator is present; and
- (b) require the attendance of the parties or their representatives; and
- (c) arrange for the parties or their representatives to confer among themselves at conferences at which a Commissioner is not present; and
- (d) if requested by a party, make non-binding recommendations to settle the dispute. Such recommendation shall not be binding on the parties to the dispute and shall not affect any other remedies the parties may have in relation to the dispute. The recommendations may include that the parties agree to consent arbitration.

#### **E.5 Conduct during Mediation or Conciliation**

- (a) An Employee who is a party to a dispute must, while the dispute is being resolved:
  - (i) continue to work in accordance with his or her contract of employment, unless the Employee has a reasonable concern about an imminent risk to his or her health or safety; and
  - (ii) comply with any reasonable direction given by the School to perform other available work, either at the same workplace or at another workplace.

- (b) In directing an Employee to perform other available work, the School must have regard to:
  - (i) the provisions (if any) of the law of the Commonwealth or of a State or Territory dealing with occupational health and safety that apply to that Employee or that other work; and
  - (ii) whether that work is appropriate for the Employee to perform.

## **E.6 Representatives**

The School and/or the Employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.

## Schedule F – Apprentices

### F.1 Apprentices

- F.1.1** An apprentice means any person employed and registered in the form prescribed by the relevant State Apprenticeship Authority.
- F.1.2** For the purposes of this Agreement, an apprentice is an Employee who is engaged under a Training Agreement registered by the relevant State or Territory Training or apprenticeship Authority, where the qualification outcome specified in the Training agreement is a relevant qualification from a Training Package endorsed by the National Training Framework Committee.
- F.1.3** An apprentice will also include an Employee who is engaged under a Training Agreement or Contract of Training for an apprenticeship declared or recognised by the relevant State or Territory Training or Apprenticeship Authority.
- F.1.4** Subject to appropriate State legislation, an Employer must not employ an unapprenticed junior in a trade provided for in this Agreement.
- F.1.5** In order to undertake trade training in accordance with **clause F.1** a person must be a party to a contract of apprenticeship training or training agreement in accordance with the requirements of the relevant Apprenticeship authority or State legislation. The Employer must provide access to training consistent with the contract or training agreement without loss of pay.
- F.1.6** An apprentice who attends a Registered Training Organisation (RTO) must be reimbursed by their Employer for all training fees and the costs of all prescribed textbooks (excluding those textbooks which are available in the Employer's technical library) paid by the apprentice in respect of any course prescribed, at the end of each term, unless there is unsatisfactory progress. An Employer may meet its obligation by paying any fees and/or cost of textbooks directly to the RTO.
- F.1.7** The probationary period of an apprentice must be as set out in the training agreement or contract of apprenticeship consistent with the requirements of the Apprenticeship Authority or State legislation but must not exceed three months.
- F.1.8** An apprentice who is under 21 years of age on completion of their apprenticeship and who is employed in the occupation to which they were

apprenticed will be paid not less than the adult rate prescribed for that classification.

- F.1.9** Except as provided in this schedule or where otherwise stated all conditions of employment specified in this Agreement will apply to apprentices.
- F.1.10** No apprentice under the age of 18 years will be required to work overtime unless they request to work overtime. An apprentice must not work or be required to work overtime at times which would prevent their attendance at technical school as required by this Agreement or by State legislation.
- F.1.11** No apprentice under the age of 18 years will be employed on any shift other than day shift. An apprentice over the age of 18 years, by mutual agreement may be required to work on an afternoon shift provided such shift-work does not prevent their attendance at technical school as required by this Agreement or by State legislation.
- F.1.12** An apprentice must not work under any system of payment by results.
- F.1.13** An Employer must allow an apprentice to take time off during working hours to attend available classes. In order to be entitled to the time off the apprentice must produce a card showing the Employee's attendance at School for the period.
- F.1.14** The provisions of this schedule will be read in conjunction with any state legislation or regulation relating to apprentices.
- F.1.15** Provisions of any State legislation or regulation relating to the attendance of apprentices at technical school during ordinary working hours or to disciplinary powers of Apprenticeship Authorities over apprentices and Employers are deemed not to be inconsistent with this Agreement.
- F.1.16** Apprentices are entitled to the NES, as supplemented by this Agreement, except with respect to Redundancy pay.
- F.1.17** The ordinary hours of work of apprentices must not exceed those of the tradespersons employed under this Agreement.
- F.1.18** The number of apprentices that may be employed by an Employer at any time in the said trade or trades must not exceed the proportion of one apprentice for each individual tradesperson employed by the Employer in such trade.
- F.1.19** Where an apprentice is required to attend block release training for training identified in or associated with their training contract, and such

training requires an overnight stay, the Employer must pay for the excess reasonable travel costs incurred by the apprentice in the course of travelling to and from such training. Provided that this clause will not apply where the apprentice could attend an alternative Registered Training Organisation (RTO) and the use of the more distant RTO is not agreed between the Employer and the apprentice.

- F.1.20** For the purposes of **sub-clause F.1.19**, excess reasonable travel costs include the total costs of reasonable transportation (including transportation of tools where required) accommodation costs incurred while travelling (where necessary) and reasonable expenses incurred while travelling, including meals, which exceed those incurred in travelling to and from work. For the purposes of this sub-clause, excess travel costs do not include payment for travelling time or expenses incurred while not travelling to and from block release training.
- F.1.21** The amount payable by an Employer under **sub-clause F.1.19** may be reduced by an amount the apprentice is eligible to receive for travel costs to attend block release training under a Government apprentice assistance scheme. This will only apply if an apprentice has either received such assistance or their Employer has advised them in writing of the availability of such assistance.
- F.1.22** Time spent by an apprentice in attending any training and/or assessment specified in, or associated with, the training contract is to be regarded as time worked for the Employer for the purposes of calculating the apprentice's wages and determining the apprentice's employment conditions. This sub-clause operates subject to the provisions of **clause F.2 - School Based Apprentices** of this **Schedule F**.

## **F.2 School-based Apprentices**

- F.2.1** A school-based apprentice is a person who is undertaking an apprenticeship in accordance with this schedule while also undertaking a course of secondary education.
- F.2.2** A school-based apprenticeship may be undertaken in the trades covered by this Agreement under a training agreement or contract of training for an apprentice declared or recognised by the relevant State or Territory authority.
- F.2.3** The relevant minimum wages for full-time junior and adult apprentices provided for in this Agreement, calculated hourly, will apply to school-based apprentices for total hours worked including time deemed to be spent in off-the-job training.

- F.2.4** For the purposes of **sub-clause F.2.3**, where an apprentice is a full-time school student, the time spent in off-the-job training for which the apprentice must be paid is 25% of the actual hours worked each week on-the-job. The wages paid for training time may be averaged over the semester or year.
- F.2.5** A school-based apprentice must be allowed, over the duration of the apprenticeship, the same amount of time to attend off-the-job training as an equivalent full-time apprentice.
- F.2.6** For the purposes of this schedule, off-the-job training is structured training delivered by a Registered Training Organisation separate from normal work duties or general supervised practice undertaken on the job.
- F.2.7** The duration of the apprenticeship must be as specified in the training agreement or contract for each apprentice but must not exceed six years.
- F.2.8** School-based apprentices progress through the relevant wage scale at the rate of 12 months progression for each two years of employment as an apprentice, or at the rate of competency based progression, if provided for in this Agreement.
- F.2.9** The apprentice wage scales are based on a standard full-time apprenticeship of four years (unless the apprenticeship is of three years duration) or stages of competency based progression (if provided for in this Agreement). The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school-based apprentice undertaking the applicable apprenticeship.
- F.2.10** If an apprentice converts from school-based to full-time, the successful completion of competencies (if provided for in this Agreement) and all time spent as a full-time apprentice will count for the purposes of progression through the relevant wage scale in addition to the progression achieved as a school-based apprentice.
- F.2.11** School-based apprentices are entitled to a pro rata of all the other conditions in this Agreement.

## Schedule G – Annual Leave

### G.1 Agreement to Take Annual Leave in Advance

#### Sample Agreement to Take Annual Leave in Advance - sub-clause 32.4

Name of Employee: \_\_\_\_\_

Name of Employer: \_\_\_\_\_

#### The Employer and Employee agree that:

1. the Employee will take a period of paid annual leave before the Employee has accrued an entitlement to the leave as detailed below; and
2. if, on cessation of the Employee's employment, the Employee has not accrued an entitlement to all of a period of paid annual leave already taken under this agreement, then the Employer may deduct from any money due to the Employee on termination an amount equal to the amount that was paid to the Employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued and any amount outstanding becomes a debt due by the Employee to the Employer.

The amount of leave to be taken in advance is: \_\_\_\_\_ hours/days

The leave in advance will commence on: \_\_\_\_\_ 20\_\_

Signature of Employee: \_\_\_\_\_

Date signed: \_\_\_\_\_ 20\_\_

Name of Employer representative: \_\_\_\_\_

Signature of Employer representative: \_\_\_\_\_

Date signed: \_\_\_\_\_ 20\_\_

[If the employee is under 18 years of age - include:]

I agree to the employee taking the period of paid annual leave in advance specified above and that if, on cessation of the employee's employment, the employee has not accrued an entitlement to all of the period of paid annual leave already taken under this agreement, the Employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued and any amount outstanding becomes a debt due by the employee to the Employer.

Name of parent/guardian: \_\_\_\_\_

Signature of parent/guardian: \_\_\_\_\_

Date signed: \_\_\_\_\_ 20\_\_



## G.2 Cashing Out Annual Leave

### Sample Agreement to Cash Out Annual Leave

Name of Employee: \_\_\_\_\_

Name of Employer: \_\_\_\_\_

#### **The Employer and Employee agree to the Employee cashing out a particular amount of the Employee's accrued paid annual leave:**

The amount of leave to be cashed out is: \_\_\_\_\_ hours/days

The payment to be made to the Employee for the leave is: \$\_\_\_\_\_.

This amount is inclusive of annual leave loading for the period of the leave, where loading is not paid with each salary payment throughout the year) subject to deduction of income tax/after deduction of income tax (strike out where not applicable).

The payment will be made to the Employee on or before: \_\_\_\_\_ 20\_\_.

Signature of Employee: \_\_\_\_\_

Date signed: \_\_\_\_\_ 20\_\_

Name of Employer representative: \_\_\_\_\_

Signature of Employer representative: \_\_\_\_\_

Date signed: \_\_\_\_\_ 20\_\_

[If the employee is under 18 years of age - include:]

Name of parent/guardian: \_\_\_\_\_

Signature of parent/guardian: \_\_\_\_\_

Date signed: \_\_\_\_\_ 20\_\_

### **G.3 Direction by Employer to take Leave where Excessive Leave Accruals - sub-clause 32.7**

- (a) If an Employer has genuinely tried to reach agreement with an Employee under **sub-clause 32.7** but agreement is not reached (including because the Employee refuses to confer) the Employer may direct the Employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by the Employer under **paragraph (a)**:
  - (i) is of no effect if it would result at any time in the Employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under **sub-clause 32.6, 32.7** or otherwise agreed by the Employer and Employee) are taken into account;
  - (ii) must not require the Employee to take any period of paid annual leave of less than one week;
  - (iii) must not require the Employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
  - (iv) must not be inconsistent with any leave arrangement agreed by the Employer and Employee.
- (c) The Employee must take paid annual leave in accordance with a direction under **paragraph (a)** that is in effect.
- (d) An Employee to whom a direction has been given under **paragraph (a)** may request to take a period of paid annual leave as if the direction had not been given.

Note 1: Paid annual leave arising from a request mentioned in **paragraph (d)** may result in the direction ceasing to have effect. See **paragraph (b)(i)**.

Note 2: The Employer shall not unreasonably refuse to agree to a request by the Employee to take paid annual leave.

#### **G.4 Request by Employee for Leave where Excessive leave accruals - sub-clause 32.7**

- (a) This provision comes into operation from the operative date of this Agreement.
- (b) If an Employee has genuinely tried to reach agreement with an Employer under **sub-clause 32.7(b)** but agreement is not reached (including because the Employer refuses to confer) the Employee may give a written notice to the Employer requesting to take one or more periods of paid annual leave.
- (c) However, an Employee may only give a notice to the Employer under **paragraph (b)** if:
  - (i) the Employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
  - (ii) the Employee has not been given a direction under **clause G.3 of Schedule G - Direction by Employer to Take Leave where Excessive Leave Accrual** that, when any other paid annual leave arrangements (whether made under **sub-clause 32.6, 32.7** and/or this **Schedule G.4** or otherwise agreed by the Employer and Employee) are taken into account, would eliminate the Employee's excessive leave accrual.
- (d) A notice given by an Employee under **paragraph (b)** must not:
  - (i) if granted, result in the Employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under **sub-clause 32.6, 32.7** and/or this **Schedule G.4** or otherwise agreed by the Employer and Employee) are taken into account; or
  - (ii) provide for the Employee to take any period of paid annual leave of less than one week; or
  - (iii) provide for the Employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
  - (iv) be inconsistent with any leave arrangement agreed by the Employer and Employee.
- (e) An Employee is not entitled to request by a notice under **paragraph (b)** more than 4 weeks' paid annual leave in any period of 12 months.
- (f) The Employer must grant paid annual leave requested by a notice under **paragraph (b)**.

## Schedule H – Employers and Schools Covered by the Agreement

School Name	Legal Entity
Nepean Christian School	Nepean District Christian Education Association Ltd
New Hope School	New Hope School Ltd
Pacific Brook Christian School	Pacific Brook Christian School Ltd
Pacific Coast Christian School	Pacific Coast Christian School Ltd
Pacific Hills Christian School	Pacific Hills Christian Education Ltd
Pacific Hope School	Pacific Hope School Ltd
Pacific Valley Christian School	Pacific Valley Christian School Ltd
Valley Hope School	Valley Hope School Ltd
Wycliffe Christian School	The John Wycliffe Christian Education Association Ltd

## Signing Page

**EXECUTED** as an agreement.

**SIGNED** for and on behalf of:

Employers listed in **Schedule H – List of Employers and Schools Covered by the Agreement** in respect of schools listed in the Schedule.

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[ ]  
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Signature of authorised officer

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Signature of witness

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Name and address of authorised officer

[ ]

[ ]

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Name of witness (print)

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Office held

**SIGNED** for and on behalf of the  
**Independent Education Union of Australia** as a representative of Employees  
by an authorised officer in the presence of

) [ ]  
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Signature of authorised officer

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Signature of witness

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Name and address of authorised officer

[ ]

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Name of witness (print)

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Office held